Multinet Gas Access Arrangement

Victorian Distribution Network

2023/24 – 2027/28

[July 2023]

Contents

1. Introduction

1.1. Purpose of this Document

In November 2017, the Australian Energy Regulator ("**the AER**") approved an Access Arrangement under the National Gas Rules for the Gas Distribution System in Victoria which is owned by Multinet Gas (DB No 1) Pty Ltd (ACN 086 026 986) and Multinet Gas (DB No.2) Pty Ltd (ACN 086 230 122) trading as Multinet Gas Distribution Partnership (ABN 53 634 214 009) ("**Multinet**") for the period 1 January 2018 to 31 December 2022.

The access arrangement period was extended to 30 June 2023 by virtue of an Order in Council made on 28 September 2021 pursuant to section 64 of the National Gas (Victoria) Act 2008.

This document contains the revised Access Arrangement for Multinet's Victorian Gas Distribution System which, if approved, will have effect for the period commencing on 1 July 2023 and ending on 30 June 2028.

The geographical spread of the Gas Distribution System is shown in Annexure A, with further detail provided in the Access Arrangement Information. A description of the Gas Distribution System can be inspected at https://www.multinetgas.com.au/regulatory-information.

This Access Arrangement as revised describes the terms and conditions on which access will be granted to the Network, and contains the required elements of an Access Arrangement as described in Rule 48 of the Rules. This Access Arrangement is accompanied by Access Arrangement Information.

1.2. Revisions Commencement Date

Revisions to the Access Arrangement will come into effect on the later of 1 July 2028 and the date on which the revisions to the Access Arrangement take effect in accordance with the Rules.

1.3. Definitions and Interpretation

In this Access Arrangement and the Access Arrangement Information, unless the context indicates otherwise:

a where a word or phrase begins with a capital letter:
   1 it has the meaning given to it in the glossary that is set out in Section 11 of this Access Arrangement;
   2 if it is not defined in the glossary, it has the meaning given to it in the Rules; and
   3 a reference to a "Rule" is a reference to the relevant section of the Rules.

b where a word or phrase is defined, its other grammatical forms have a corresponding meaning; and

c headings are for convenience only and do not affect interpretation.

Where this Access Arrangement refers to a report or another source of data (and, in particular, where a report or data source is referenced in a formula in this Access Arrangement or in an Annexure to this Access Arrangement) and:

a that report or other data source is discontinued or not available for any other reason; or

b it is no longer appropriate to refer to or use that report or data source for some other reason (in particular, if there is a material alteration in the manner in which, or the basis on which, that report or data source is prepared, compiled, calculated or determined),

then Multinet may propose to the AER that, for the purposes of any calculation or other purposes, reference is made for to a different report or data source which can the substituted for the original report or data base (or that an adjustment or correction factor is applied to the original report or data source to preserve consistency or overcome the alteration or other change) and, if the AER approves, that proposal will be implemented in the manner proposed by Multinet and approved by the AER.

1.4. Contact Details

The contact person for further details in relation to this Access Arrangement is:

Roxanne Smith
Executive General Manager, Corporate and Regulation
Multinet Gas Distribution Partnership
Level 6, 400 King William Street
Adelaide SA 5000
Ph: (08) 8227 1500

2. Services

2.1. Pipeline Services

This Access Arrangement is required to describe all of the pipeline services that Multinet can reasonably provide on Multinet's Victorian Gas Distribution System ("**the Network**").

Those pipeline services must be consistent with the AER's reference service proposal decision under rule 47A of the National Gas Rules, unless there has been a material change in circumstances.

The pipeline services which Multinet can reasonably provide on the Network are the pipeline services described in Table 1 below.

Table 1: Pipeline Services for Multinet's Victorian distribution network 2023/24 – 2027/28

Pipeline Service	Service Description
Haulage Reference Services	
Volume Haulage Service	The delivery of Gas to through an existing Volume Delivery Point (DP). A DP is a Volume DP for a given period if it is not a Demand DP.
Demand Haulage Service	The delivery of gas through an existing Demand DP. A DP is a Demand DP if the Quantity of Gas delivered at that DP has either: • exceeded 10 TJ in the preceding 12 month period (or, if less than 12 months of data is available, 10 TJ reduced in proportion to the period for which data is available as a proportion of 365 days); or • exceeded 10 GJ in any hour during the preceding 12 months.
Ancillary Reference Services	
Meter and Gas Installation Test	On-site testing to check the measurement accuracy of a Metering Installation and the soundness of the gas installation downstream of the Metering Installation.
Disconnection	Disconnection by the carrying out of work using locks or plugs at a Metering Installation in order to prevent the withdrawal of Gas at the DP. Multinet will ultimately determine which cessation of supply service is applicable to each DP.
Reconnection	Action to restore the ability to withdraw Gas at a DP, following an earlier Disconnection (that is, the removal of any locks or plugs used to isolate supply, performance of a safety check and, where necessary, the lighting of appliances).
Meter Removal	Removal of a meter at a Metering Installation in order to prevent the withdrawal of Gas at the DP. Multinet will ultimately determine which cessation of supply service is applicable to each DP.

Meter Reinstallation	Reinstallation of a meter at a Metering Installation, performance of a safety check and the lighting of appliances where necessary.
Special Meter Read	Meter reading for a DP that is in addition to the scheduled meter reading that forms part of the Haulage Reference Service. This service also includes a service request for an appointment to read a meter.
Service Abolishment - residential	Cut and cap of the service within the street and removal of all above ground assets (meter etc). Multinet will ultimately determine which cessation of supply service is applicable to each DP.
Non-reference Services	
Tariff D connections	means the Connection and maintenance of the Connection at a Tariff D Distribution Supply Point;
Tariff L connections	means the Connection and maintenance of the Connection of a Tariff L Distribution Supply Point;
Tariff V Complex connection	means the Connection and maintenance of the Connection at a Tariff V Distribution Supply Point that is not a Basic Connection Service;
After Hours connection and re-connection for tariff V customers	means the reconnection of supply to a premise outside of standard connection hours
Disconnect service in street for debt – requiring excavation	This may be requested by a Retailer, or by Distributor as a matter of safety, when disconnection of supply is intended to be longer term due to nonpayment of outstanding account by consumer.
Reconnect Service in street after payment	Used to request reconnection of gas supply, previously disconnected in the street, following satisfactory payment by consumer (or other agreed arrangement).
Alter Meter Position	To be used when a customer is requesting the relocation of an existing gas meter to a new position.
Installing of a second service valve pit and disconnect gas supply	The service would involve disconnection by excavation in the street (paved/unpaved and with/without traffic management) at the skinner valve to allow the insertion of a new service valve in the service line to the property, install a new service valve (a second service valve in a public location) that is able to disconnect and reconnect gas supply without access to the premises/metering installation.

Downgrade Meter Size	To be used where a retailer requests a customer's meter to be downgraded.
Pressure Change	To be used when a customer requests a change in gas pressure and may involve a regulator.
Other non-reference services	Any other non-reference service requested by the customer or retailer and which the Service Provider agrees to provide.
Service Abolishment – Industrial and Commercial	Cut and cap of the service within the street and removal of all above ground assets (meter etc).

The pipeline services described in Table 1 above are the pipeline services proposed by Multinet in its Reference Service Proposal for the Multinet Distribution Network (July 2021). This Reference Service Proposal was approved by the AER under rule 47A of the National Gas Rules in November 2021.

2.2. Reference Services

This Access Arrangement is required to describe the reference services for the Network.

The reference services must be consistent with the AER's reference service proposal decision under rule 47A of the National Gas Rules, unless there has been a material change in circumstances.

The reference services are described in Table 1. They comprise:

a two Haulage Reference Services, namely:

1 the Volume Haulage Service; and
2 the Demand Haulage Service; and

b seven Ancillary Reference Services, namely:

1 Meter and Gas Installation Test;
2 Disconnection;
3 Reconnection;
4 Meter Removal;
5 Meter Reinstallation;
6 Special Meter Read; and
7 Service Abolishment - Residential

The reference services described in Table 1 above are the reference services proposed by Multinet in its Reference Service Proposal for the Multinet Distribution Network (July 2021), other than the Service Abolishment-Residential service which was proposed in September 2022. Multinet's Reference Service Proposal was approved by the AER under rule 47A of the National Gas Rules in November 2021.

2.3. Haulage Reference Services

2.3.1. Volume Haulage Service

The Volume Haulage Service comprises the delivery of Gas through an existing Volume Delivery Point in accordance with, and subject to, the terms and conditions referred to in Section 6.

A Delivery Point (**DP**) is a Volume DP for a given period if it is not a Demand DP.

The Volume Haulage Service includes the provision of a Metering Installation.

The Volume Haulage Service has four associated tariffs – one for Residential DPs (known as "**Tariff R Residential**"), two for non-Residential DPs (known as "**Tariff C non-Residential**" and "**Tariff L non-Residential**") and one for Unmetered Sites.

A DP is a Residential DP for a given period if the Gas delivered through that DP during that period was used primarily for residential purposes to a single dwelling. Gas will have been used primarily for residential purposes if 50% or more of that Gas was used for residential purposes.

A DP is a non-Residential DP if it is not a Residential DP, a Demand DP or an Unmetered Site. A non-Residential DP will attract Tariff C unless it is a Tariff L DP.

Tariff L DPs are non-residential DPs which were assigned to Haulage Reference Tariff – Non-residential L as at 30 June 2023 under the Access Arrangement for the Fifth Access Arrangement Period and which are not, and do not become, Residential DPs or Demand DPs and where the Quantity of Gas delivered at that DP has exceeded 5,000GJ of Gas in the preceding 6 month period or is likely to exceed 5,000GJ in the next 6 months.

As at 1 July 2022, there were less than 15 Tariff L DPs. After the end of the Fifth Access Arrangement Period, no further DPs will be assigned to Haulage Reference Tariff – Non-residential L. If any Tariff L DP ceases to qualify as a Tariff L DP, then it will cease to be a Tariff L DP and will become a Residential DP, a non-Residential DP (attracting Tariff C) or a Demand DP, depending in its characteristics.

An Unmetered Site is a site where there was no gas meter as at 30 June 2023. Unmetered Sites are treated as Volume DPs subject to Tariff C.

Multinet will determine from time to time whether Gas delivered through a DP during any period was used primarily for residential purposes or primarily for other purposes and whether a DP continues to qualify as a Tariff L DP or not. Multinet's determination will bind the Network User, unless proven incorrect.

2.3.2. Demand Haulage Service

The Demand Haulage Service comprises the delivery of Gas through an existing Demand DP, in accordance with, and subject to, the terms and conditions referred to in Section 6.

A DP is a Demand DP if the Quantity of Gas delivered at that DP has either:

a exceeded 10 TJ in the preceding 12 month period (or, if less than 12 months of data is available, 10 TJ reduced in proportion to the period for which data is available as a proportion of 365 days); or

b exceeded 10 GJ in any hour during the preceding 12 months.

In this section, a reference to the Quantity of Gas delivered is a reference to the Quantity of Gas delivered (or estimated to have been delivered) at that DP, whether to or for the account of the Network User or another person or persons.

The tariff in relation to Demand DPs (Tariff D) is based on Maximum Hourly Quantity (**MHQ**). The MHQ for a Demand DP is the MHQ as agreed between the Network User and Multinet from time to time or, in default of agreement, as determined by Multinet acting reasonably.

2.3.3. Classification of DPs

Multinet will classify a DP as a Residential DP, non-Residential DP, a Tariff L DP or a Demand DP. In determining the classification of a DP, Multinet will take into account:

a the expected demand and connection characteristics for the DP; and

b Reference Tariffs assigned to DPs with the same or materially similar demand and connection characteristics.

A classified DP will retain its classification for the purposes of this Access Arrangement (and for the purposes of each Agreement) until such time as it becomes apparent to Multinet that another classification is appropriate and Multinet re-classifies the DP. The Reference Tariff applicable in respect of the DP will be determined from time to time on the basis of the classification of that DP. If either the Network User or the Shared Customer requests the reclassification of a DP, Multinet must within 10 business days consider whether the DP should be re-classified, taking into account (a) and (b) above. Where a DP is re-classified, Multinet must determine the applicable Reference Tariff.

2.3.4. Associated Services

As a part of each Haulage Reference Service, Multinet will also provide meter reading data every two months for Volume DPs (other than Unmetered Sites) and on a monthly basis for Demand DPs in accordance with, and subject to, the terms and conditions referred to in Section 6.

The Haulage Reference Services do not include any of the Network Services described as Ancillary Reference Services (see Section 2.4) or Negotiated Services (see Section 2.5).

2.3.5. Unaccounted for Gas (UAFG)

Unaccounted for Gas (**UAFG**) is the difference between the quantity of Gas received into the Network and delivered out of the Network, over a specified period of time. UAFG is supplied by Network Users. Where the level of UAFG is less than, or greater than, the benchmark set under the Victorian Gas Distribution System Code, Multinet and Network Users make payments to one another of reconciliation amounts, as directed by Australian Energy Market Operator (AEMO), pursuant to the Retail Market Procedures.

2.4. Ancillary Reference Services

The Ancillary Reference Services comprise the following Network Services for Volume DPs:

a Meter and Gas Installation Test – on-site testing to check the measurement accuracy of a Metering Installation and the soundness of the gas installation downstream of the Metering Installation.

b Disconnection – Disconnection by the carrying out of work using locks or plugs at a Metering Installation in order to prevent the withdrawal of Gas at the DP.

c Reconnection – this Reference Service comprises action to restore the ability to withdraw Gas at a DP, following an earlier Disconnection (that is, the removal of any locks or plugs used to isolate supply, performance of a safety check and, where necessary, the lighting of appliances).

d Meter Removal – removal of a meter at a Metering Installation in order to prevent the withdrawal of Gas at the DP.

e Meter Reinstallation – reinstallation of a meter at a Metering Installation, performance of a safety check and the lighting of appliances where necessary.

f Special Meter Read – meter reading for a DP that is in addition to the scheduled meter reading that forms part of the Haulage Reference Service. (Special Meter Reads will be charged in accordance with location as either metropolitan or non-metropolitan).

g Service Abolishment – Residential - Cut and cap of the service within the street and removal of all above ground assets (meter etc). Multinet will ultimately determine which cessation of supply service is applicable to each DP.

To the extent permitted by law, the Ancillary Reference Services will be provided on Business Days between the hours of 8.00am and 4.00pm, in accordance with, and subject to, the terms and conditions referred to in Section 6.

2.5. Negotiated Services

Any Network User or Prospective Network User may request Multinet to provide a Negotiated Service. A Negotiated Service is a Network Service that is different from the Reference Services.

The terms and conditions on which Multinet will provide Negotiated Services will be the same as the terms and conditions referred to in Section 6, where Multinet determines that those terms and conditions are appropriate and applicable to the requested Negotiated Service.

2.6. Network Service Standards

Multinet will provide each Network Service, including each Reference Service, in accordance with, and subject to, the requirements of any Distribution Licence or applicable law.

3. Reference Tariffs

3.1. Haulage Reference Tariffs

The Tariff Schedule set out in Annexure B to this Access Arrangement shows the initial Reference Tariffs that will apply to the Haulage Reference Services.

The initial Reference Tariffs will apply from 1 July 2023, until those Reference Tariffs are varied in accordance with Section 4 of this Access Arrangement.

The Charges payable in respect of a DP vary according to the Tariff Zone in which that DP is located.

The Reference Tariffs for Reference Services will be set out in Tariff Schedules that Multinet will publish from time to time on its website at https://www.multinetgas.com.au/regulatory-information. .

3.2. Ancillary Reference Service

The Ancillary Reference Tariffs for 2023/2024 are set out in the Tariff Schedule in Annexure B. These tariffs will increase by the percentage change in Consumer Price Index (CPI) on 1 July 2024 and thereafter annually by the percentage change in CPI.

4. Reference Tariff Policy – General

4.1. Determination of Reference Tariffs

Reference Tariffs have been determined based on a revenue requirement that uses a 'building block' or 'cost of service' approach. This approach provides for total revenue to be calculated on the basis of a rate of return on the Capital Base plus depreciation plus non-capital costs associated with operating the Network plus the cost of corporate income tax plus/minus any amounts earned through incentive arrangements.

A CPI-X approach to determining Haulage Reference Tariffs has been adopted, using a 'tariff basket' approach to price control. To ensure price stability, Reference Tariffs for the Access Arrangement Period have been set on the basis of a smoothed revenue, so that the Reference Tariffs move in a uniform and consistent manner.

Reference Tariffs are designed to meet the objectives of the Rules. A key objective of the Rules is to recover the efficient costs of providing the Reference Services, with emphasis on the safety and integrity of the Network, while providing certainty to Users and signaling appropriate development of the market through extension of the Network.

The Reference Tariffs are designed to be cost reflective to the extent possible, so that Reference Tariffs recover the efficient cost of providing the relevant Reference Service. The revenues associated with the Reference Tariffs also reflect efficient pricing principles, in that the revenue for each Reference Tariff has been set between incremental and stand-alone costs.

4.2. Assignment of Haulage Reference Tariffs

Where Multinet is charging a particular Haulage Reference Tariff in respect of a particular DP, then that particular Haulage Reference Tariff is to be regarded as being "assigned" to that DP.

Haulage Reference Tariffs will be assigned to DPs in accordance with the criteria set out in Sections 2.3.1-2.3.3 of this Access Arrangement.

Where a DP is assigned to Tariff D:

a The Network User for that DP must pay for a Metering Installation which complies with the appropriate metering standard specified in relevant rules or regulatory instruments, and which is capable of recording MHQ;

b The Network User for that DP must pay any applicable Non Reference Service Charge (Tariff D Connection Charge) for the provision of connection assets and mains extensions undertaken for that DP; and

c Multinet can require the DP to continue to be assigned to Tariff D for a period of up to one year from the time of the assignment to Tariff D.

4.3. Reference Tariff Variation Mechanism

Rule 97 allows Reference Tariffs to vary within an Access Arrangement Period through a Reference Tariff Variation mechanism. For the purposes of this Access Arrangement, Reference Tariffs will be varied through two mechanisms, namely:

a the Reference Tariff Control Formulae, described in Section 4.4; and

b a Cost Pass Through Event Adjustment, which is described in Section 4.5.

Variations to Reference Tariffs are subject to the Regulator's approval (or deemed approval) in accordance with the Rules and this Section 4.

Multinet will publish a revised Tariff Schedule on its website at https://www.multinetgas.com.au/regulatory-information whenever variations to Reference Tariffs have been approved.

4.4. Reference Tariff Control Formulae

4.4.1. Haulage Reference Tariffs

Subject to the approval of the Regulator, Multinet can vary the Reference Tariffs for Haulage Reference Services from time to time provided that the variations comply with the four Reference Tariff Control Formulae set out in Annexure D to this Access Arrangement.

The first Reference Tariff Control Formula is designed to ensure that the average revenue (in $/GJ) that Multinet receives from a Haulage Reference Service after 1 July 2023 does not increase, as a result of any proposed variation to Reference Tariffs, at a rate that is greater than the change in CPI–X (where X is the factor described in Annexure D).

The second Reference Tariff Control Formula is designed to ensure the AER approved Cost Pass Through Event adjustment amounts are recovered from or returned to customers.

The third Reference Tariff Control Formula is designed to ensure that the average revenue (in $/GJ or $/GJ of MHQ) that Multinet receives from any single type of Haulage Reference Service, after any proposed variation to Reference Tariffs, does not increase by more than the percentage change in CPI plus 2%.

The fourth Reference Tariff Control Formula implements the annual update to the return on debt building block required as a result of the adoption of a trailing average approach to determining the cost of debt.

The Reference Tariff Control Formulae set out in Annexure D compare the revenue from the pre-existing Reference Tariffs with revenue from the Reference Tariffs as varied, based on the Quantities of Gas (or other units of measurement, such as GJ of MDQ) that applied in the year two years prior to the year in which the Reference Tariffs are to be varied.

Variations to the Reference Tariffs may be effected:

a through changes in the components, elements or variables comprised within any Reference Tariff (such as a change in the base charge or fixed charge within the Reference Tariff or a change in the steps, or the level of the steps, within the Reference Tariff);

b through the introduction of a new Reference Tariff for any Haulage Reference Service;

c through the withdrawal of any Reference Tariff; or d through any combination of these changes.

4.4.2. Ancillary Reference Services

Subject to the approval of the Regulator, Multinet will have the right to vary the Reference Tariffs for Ancillary Reference Services, initially on 1 July 2023, and thereafter annually during the Sixth Access Arrangement Period, on the basis of the following Reference Tariff Control Formula:

$$ART_t = ART_{t-1} \times (1 + \Delta CPI_t)$$

where:

t is the year for which tariffs are being set

ART_t is the Ancillary Reference Tariff that will apply to an Ancillary Reference Service in year *t*;

ART_{t-1} is the Ancillary Reference Tariff applicable to an Ancillary Reference Service in year *t-1*; and

ΔCPI_t is the annual percentage change in the ABS CPI All Groups, Weighted Average of Eight Capital Cities from the December quarter in year t-2 to the December quarter in year *t-1*, calculated using the following method:

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year *t-1*

divided by

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year *t-2*

minus one.

Where the Reference Tariff for an Ancillary Reference Service (as varied) is less than $20, the Reference Tariff (as varied) will be rounded to the nearest 10 cents (with five cents rounded upwards). Where the Reference Tariff for an Ancillary Reference Service (as varied) is $20 or more, the Reference Tariff (as varied) will be rounded to the nearest dollar (with 50 cents rounded upwards).

4.5. ~~Cost Pass Through Event Adjustment~~Procedure for a Variation in Reference Tariffs

In this clause:

'Billed but Unpaid Charges' means, in respect of Multinet, distribution service charges that have been billed to a Failed Retailer by ~~the~~ Multinet, but that the Failed Retailer has not yet paid (whether before or after the relevant due date for payment).

'Credit Support' has the meaning set out in clause 11 of this Access Arrangement.

'Failed Retailer' has the same meaning as in the National Energy Retail Law (notwithstanding whether that law has been applied as a law of Victoria), save that:

a The term 'retailer' has the meaning given by 'Gas Retailer' in clause 11 of this A~~a~~ccess A~~a~~rrangement; and

b The term 'retailer authorisation' means a licence to sell gas issued under the GIA.~~;~~

Note: For the avoidance of doubt, the terms "retailer" and "retailer authorisation" where appearing in the definition of "ROLR event" have the meaning above.

'Insurance Coverage Event'

An Insurance Coverage Event occurs if:

a Multinet:

i makes a claim or claims and receives the benefit of a payment or payments under a relevant insurance policy or set of insurance policies; or

ii would have been able to make a claim or claims under a relevant insurance policy or set of insurance policies but for changed circumstances; and

b Multinet incurs costs:

i beyond the relevant policy limit for that policy or set of insurance policies; or

ii that are unrecoverable under that policy or set of insurance policies due to changed circumstances; and

c The costs referred to in paragraph b) above, materially increase the cost to Multinet of providing the Reference Service.

For the purpose of this Insurance Coverage Event:

d 'changed circumstances' means movements in the relevant insurance market, including liability insurance, that are beyond the control of Multinet, where those movements mean that it is no longer possible for Multinet to take out an insurance policy or set of insurance policies at all or on reasonable commercial terms that include some or all of the costs referred to in paragraph b) above within the scope of that insurance policy or set of insurance policies.

e 'costs' means the costs that would have been recovered under the insurance policy or set of insurance policies had:

i the limit not been exhausted; or

ii those costs not been unrecoverable due to changed circumstances.

f a relevant insurance policy is an insurance policy held during the Access Arrangement Period or a previous Access Arrangement Period in which Multinet was regulated; and

g Multinet will be deemed to have made a claim on a relevant insurance policy or set of insurance policies if the claim is made by a related party of Multinet in relation to any aspect of Multinet's network or business; and

h Multinet will be deemed to have been able to make a claim on a relevant insurance policy or set of insurance policies if, but for changed circumstances, the claim could have been made by a related party of Multinet in relation to any aspect of Multinet's network or business.

Note: In making a determination on an Insurance Coverage Event, the Regulator will have regard to, amongst other things:

i the relevant insurance policy or set of policies for the event;

ii the level of insurance that an efficient and prudent service provider would obtain, or would have sought to obtain, in respect of the event; and

iii any information provided by Multinet to the Regulator about Multinet's actions and processes; and

iv any guidance published by the Regulator on matters the Regulator will likely have regard to in assessing any insurance coverage event that occurs.

'Insurer Credit Risk Event'

An Insurer's Credit Risk Event occurs if an insurer of Multinet becomes insolvent, and as a result, in respect of an existing or potential claim for a risk that was insured by the insolvent insurer, Multinet:

a is subject to a higher or lower claim limit or a higher or lower deductible than would have otherwise applied under the insolvent insurer's policy; or

b incurs additional costs associated with self-funding an insurance claim, which would otherwise have been covered by the insolvent insurer.

Note: In assessing an Insurers Credit Risk Event pass through application, the Regulator will have regard to, amongst other things:

i Multinet's attempts to mitigate and prevent the event from occurring by reviewing and considering the insurer's track record, size, credit rating and reputation; and

ii in the event that a claim would have been covered by the insolvent insurer's policy, whether Multinet had reasonable opportunity to insure the risk with a different provider.

'Materiality threshold' is defined as:

For the purpose of any defined event, an event is considered to materially increase or decrease costs where that event has an impact of one per cent of the smoothed forecast revenue specified in the Regulator's final decision on this Access Arrangement, in the year of the Access Arrangement period that the costs are incurred.

'Natural Disaster Event'

Natural disaster including but not limited to, cyclone, fire, flood or earthquake that occurs during the Access Arrangement Period that changes the cost to ~~the~~MGN ~~Service Provider~~ in providing the Reference Service, provided the cyclone, fire, flood or other event was:

a a consequence of an act or omission that was necessary for ~~the service provider~~MGN to comply with a regulatory obligation or requirement or with an applicable regulatory instrument; or

b not a consequence of the acts or omissions of Multinet.

Note: In assessing a Natural Disaster Event pass through application, the Regulator will have regard to, amongst other things:

i whether Multinet has insurance against the event; and

ii the level of insurance that an efficient and prudent service provider would obtain in respect of the event.

'Regulatory Change Event' means:

A change in a regulatory obligation or requirement that:

a falls within no other category of Cost Pass Through Event; and

b occurs during the course of an access arrangement period; and

c substantially affects the manner in which Multinet provides Reference Services; and

d materially increases or materially decreases the cost of providing those services.

'Retailer Insolvency Costs' means in respect of Multinet:

a Billed but unpaid charges;

b the actual amount of unbilled distribution service charges accrued by a F~~f~~ailed R~~r~~etailer; and

c other costs that Multinet has incurred or is likely to incur as a result of a Retailer Insolvency Event.

'Retailer Insolvency Event' means:

Until such time as the National Energy Retail Law set out in the Schedule to the National Energy Retail Law (South Australia) Act 2011 of South Australia is applied as a law of Victoria, Retailer Insolvency Event has the meaning set out in the National Gas Rules as in force from time to time, except that:

a where used in the definition of 'retailer insolvency event' in the National Gas Rules, the term 'retailer' means the holder of a licence to sell gas under the Gas Industry Act 2001 (Vic); and

b other terms used in the definition of retailer insolvency event in the National Gas Rules as a consequence of amendments made to that definition from time to time, which would otherwise take their meaning by reference to provisions of the National Gas Law, National Gas Rules or National Energy Retail Law not in force in Victoria, take their ordinary meaning and natural meaning, or their technical meaning (as the case may be).

Note:

c for the avoidance of doubt, no materiality threshold applies to a Retailer Insolvency Event, such that Multinet is not required to demonstrate a material increase or material decrease in its costs for a Retailer Insolvency Event to occur;

d this Retailer Insolvency Event will cease to apply as a Cost Pass Through Event upon commencement of the National Energy Retail Law and rule 520 of the National Gas Rules in Victoria.

'Service Standard Event' means:

A legislative or administrative act or decision that:

a has the effect of:

i substantially varying, during the course of an Access Arrangement period, the manner in which Multinet is required to provide a Reference Service; or

ii imposing, removing or varying, during the course of an Access Arrangement period, minimum service standards applicable to Reference Services; or

iii altering, during the course of an Access Arrangement period, the nature or scope of the Reference Services, provided by Multinet; and

b materially increases or materially decreases the cost to Multinet of providing Reference Services.

'Tax Change Event' means:

A tax change event occurs if any of the following occurs during the course of an Access Arrangement period for Multinet:

a change in a Relevant Tax, in the application or official interpretation of a Relevant Tax, in the rate of a Relevant Tax, or in the way a Relevant Tax is calculated;

b the removal of a Relevant Tax;

c the imposition of a Relevant Tax; and

in consequence, the cost to Multinet of providing Reference Services are increased or decreased.

'Terrorism Event' means:

An act (including, but not limited to, the use of force or violence or the threat of force or violence) of any person or group of persons (whether acting alone or on behalf of, or in connection with, any organisation or government), which:

a from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons (including the intention to influence or intimidate any government and/or put the public, or any section of the public, in fear); and

b changes the cost to Multinet of providing the Reference Service.

Note: In assessing a Terrorism Event, the Regulator will have regard to, amongst other things:

i whether Multinet has insurance against the event;

ii the level of insurance that an efficient and prudent service provider would obtain in respect of the event; and

iii whether a declaration has been made by a relevant government authority that an act of terrorism has occurred.

4.5.1 Cost Pass Through Event Adjustment

Subject to the approval of the Regulator under the National Gas Rules, Reference Tariffs may be varied after one or more Cost Pass Through Event/s occurs.

In the case of all Cost Pass Through Events ~~(~~other than the Retailer Insolvency Event~~)~~, the Reference Tariffs may only be varied if the Cost Pass Through Event materially increases or materially decreases the cost of providing the Reference Service.

In the case of the Retailer Insolvency Event, there is no materiality threshold, such that Reference Tariffs may be varied to pass through the costs and losses associated with the Retailer Insolvency Event (as described in section ~~6~~4.5.3~~1~~ below).

In all cases, any such variation will take effect from the next 1 July.

In making its decision on whether to approve the proposed Cost Pass Through Event variation, the ~~AE~~Regulator must take into account the following:

a the costs to be passed through are for the delivery of Network Services;

b the costs are incremental to costs already allowed for in Reference Tariffs;

~~c the total costs to be passed through are building block components of total revenue;~~

~~d~~c the costs to be passed through meet the relevant National Gas Rules criteria for determining the building block for total revenue in determining reference services;

~~e~~d the efficiency of Multinet's decisions and actions in relation to the risk of the ~~Relevant~~Cost Pass Through Event, including whether Multinet has failed to take any action that could reasonably be taken to reduce the magnitude of the costs incurred as a result of the Relevant Cost Pass Through Event and whether Multinet has taken or omitted to take any action where such action or omission has increased the magnitude of the costs; and

~~f~~e any other factors the ~~AE~~Regulator considers relevant and consistent with the National Gas Rules and the National Gas Law.

Cost Pass Through Events are:

~~g~~f a Regulatory Change Event;

~~h~~g a Service Standard Event;

~~i~~h a Tax Change Event;

~~j~~i a Terrorism Event;

~~k~~j a Retailer Insolvency Event;

~~l~~k an Insurer Credit Risk Event;

~~m~~l an Insurance C~~ap~~overage Event; and

m a Natural Disaster Event.~~; and~~

~~n~~

~~d an Unrecovered Abolishment Event.~~

~~where~~

~~**'Regulatory Change Event'** means:~~

~~A change in a regulatory obligation or requirement that:~~

~~d falls within no other category of Cost Pass Through Event; and~~

~~d occurs during the course of an access arrangement period; and~~

~~d substantially affects the manner in which Multinet provides Reference Services; and~~

~~d materially increases or materially decreases the cost of providing those services.~~

~~**'Service Standard Event'** means:~~

~~A legislative or administrative act or decision that:~~

~~d has the effect of:~~

~~xiv substantially varying, during the course of an access arrangement period, the manner in which Multinet is required to provide a Reference Service; or~~

~~xv imposing, removing or varying, during the course of an access arrangement period, minimum service standards applicable to Reference Services; or~~

~~xvi altering, during the course of an access arrangement period, the nature or scope of the Reference Services, provided by Multinet; and~~

~~d materially increases or materially decreases the cost to Multinet of providing Reference Services.~~

~~**'Tax Change Event'** means:~~

~~A tax change event occurs if any of the following occurs during the course of an access arrangement period for Multinet:~~

~~d change in a Relevant Tax, in the application or official interpretation of a Relevant Tax, in the rate of a Relevant Tax, or in the way a Relevant Tax is calculated;~~

~~d the removal of a Relevant Tax;~~

~~d the imposition of a Relevant Tax; and~~

~~in consequence, the cost to Multinet of providing Reference Services are increased or decreased.~~

~~**'Terrorism Event'** means:~~

~~An act (including, but not limited to, the use of force or violence or the threat of force or violence) of any person or group of persons (whether acting alone or on behalf of, or in connection with, any organisation or government), which:~~

~~d from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons (including the intention to influence or intimidate any government and/or put the public, or any section of the public, in fear); and~~

~~d increases the cost to Multinet of providing the Reference Service.~~

~~Note for the avoidance of doubt, in making a determination on a Terrorism Event, the AER will have regard to, amongst other things:~~

~~xxix whether Multinet has insurance against the event;~~

~~xxx the level of insurance that an efficient and prudent service provider would obtain in respect of the event; and~~

~~xxxi whether a declaration has been made by a relevant government authority that an act of terrorism has occurred.~~

~~**'Retailer Insolvency Event'** has the meaning set out in the National Gas Rules as in force from time to time, except that:~~

~~d where used in the definition of 'retailer insolvency event' in the National Gas Rules, the term 'retailer' means the holder of a licence to sell gas under the Gas Industry Act 2001 (Vic); and~~

~~d other terms used in the definition of retailer insolvency event in the Rules as a consequence of amendments made to that definition from time to time, which would otherwise take their meaning by reference to provisions of the National Gas Law, National Gas Rules or National Energy Retail Law not in force in Victoria, take their ordinary meaning and natural meaning, or their technical meaning (as the case may be).~~

~~**'Insurer Credit Risk Event'** means:~~

~~An event where:~~

~~d an insurer of Multinet becomes insolvent; and~~

~~d as a result, in respect of an existing, or potential, claim for a risk that was insured by the insolvent insurer, Multinet:~~

~~xxxix is subject to a higher or lower claim limit or a higher or lower deductible than would have otherwise applied under the insolvent insurer's policy; or~~

~~xl incurs additional costs associated with self-funding an insurance claim, which would otherwise have been covered by the insolvent insurer.~~

~~Note for the avoidance of doubt, in making a determination on an Insurer Credit Risk Event, the AER will have regard to, amongst other things:~~

~~d Multinet's attempts to mitigate and prevent the event from occurring by reviewing and considering the insurer's track record, size, credit rating and reputation; and~~

~~d in the event that a claim would have been made after the insurance provider became insolvent, whether Multinet had reasonable opportunity to insure the risk with a different insurer.~~

~~**'Insurance Cap Event'** means:~~

~~An event where:~~

~~d Multinet makes a claim or claims and receives the benefit of a payment or payments under a relevant insurance policy;~~

~~d Multinet incurs costs beyond the relevant policy limit; and~~

~~d the costs beyond the relevant policy limit increase the cost to Multinet of providing the Reference Service.~~

~~For this Insurance Cap Event:~~

~~d a relevant insurance policy is an insurance policy held during the Access Arrangement Period or a previous period in which access to the pipeline services was regulated; and~~

~~d Multinet will be deemed to have made a claim on a relevant insurance policy if the claim is made by a related party of Multinet in relation to any aspect of the Network of Multinet's business.~~

~~Note for the avoidance of doubt, in making a determination on an Insurance Cap Event, the AER will have regard to, amongst other things:~~

~~liii the insurance policy for the event;~~

~~liv the level of insurance that an efficient and prudent service provider would obtain in respect of the event; and~~

~~lv any assessment by the AER of Multinet's insurance in approving the access arrangement.~~

~~'**Natural Disaster Event**' means:~~

~~Any natural disaster including but not limited to fire, flood or earthquake that occurs during the Access Arrangement Period that increases the cost to the Service Provider in providing the Reference Service, provided the fire, flood or other event was not a consequence of the acts or omissions of Multinet.~~

~~Note for the avoidance of doubt, in making a determination on a Natural Disaster Event, the AER will have regard to, amongst other things:~~

~~lix whether Multinet has insurance against the event; and~~

~~lx the level of insurance that an efficient and prudent service provider would obtain in respect of the event.~~

~~'**Unrecovered Abolishment Event**' means that, as at the end of any Financial Year:~~

~~d there are any charges which have not been recovered by Multinet on account of the Ancillary Reference Service known as Service Abolishment – Residential – or the Non-reference Service known as Service Abolishment – Industrial and Commercial, and which no Gas Retailer has been able to recover from any Shared Customer or which Multinet has no reasonable prospect of recovering; or~~

~~d there are costs which Multinet have incurred in cutting and capping any service and removing assets in circumstances where no Service Abolishment – Residential or Service Abolishment – Industrial and Commercial was requested but the service had to be cut and capped or assets removed because that was required by law or for other reasons relating to the safe and prudent operation of the Network,~~

~~(to the extent those charges and costs in aggregate exceed the Materiality threshold).~~

~~**Materiality threshold** is defined as:~~

~~For the purpose of any defined event, an event is considered to materially increase or decrease costs where that event has an impact of one per cent of the smoothed forecast revenue specified in the AER's final decision on this Access Arrangement, in the year of the Access Arrangement period that the costs are incurred.~~

~~4.4. Procedure for Variation in Reference Tariffs~~

~~4.4.68.~~4.5.2. Reference Tariff Variation Procedure for Cost Pass Through ~~Routine Variations~~

The process described in this clause 4.5.2 outlines the Reference Tariff variation procedure for Cost Pass Through Events, other than a Retailer Insolvency Event which is subject to the assessment process described in clause 4.5.3.

Multinet will notify the Regulator of Cost Pass Through Events within 90 Business Days of the Cost Pass Through Event occurring (or scheduled to occur), whether the Cost Pass Through Event would lead to an increase or decrease in Reference Tariffs.

When the costs of the Cost Pass Through Event incurred are known (or able to be estimated to a reasonable extent), then those costs shall be notified to the Regulator. When making such notification to the Regulator, Multinet will provide the Regulator with a statement, signed by an authorised officer of Multinet, verifying that the cost of the relevant Cost Pass Through Event is net of any payments made by an insurer or third party which partially or wholly offsets the financial impact of that event (including self-insurance).

The Regulator must notify Multinet of its decision to approve or reject the proposed variations within 90 Business Days of receiving the notification. This period will be extended for the time taken by the Regulator to obtain information from Multinet, obtain expert advice or consult about the notification.

The Regulator will endeavour to make its decision on whether Multinet should vary Reference Tariffs due to the occurrence of a Cost Pass Through Event within 90 Business Days of receiving a notification from Multinet. The overall time period for approving a Cost Pass Through Event is 120 business days.

4.5.3. Retailer Insolvency Event Adjustment and Reference Tariff Variation Procedure

The process described in this clause 4.5.3 outlines the Reference Tariff variation procedure for Retailer Insolvency Events.

1 If a Retailer Insolvency Event occurs, Multinet may apply to the Regulator for approval to vary one or more reference tariffs by a retailer insolvency pass through amount in accordance with this clause 4.5.3.

2 To apply for approval to vary a reference tariff under clause 4.5.3(1), Multinet must submit to the Regulator, within 90 business days of the occurrence of a Retailer Insolvency Event, a written statement including:

~~To apply for approval to vary a reference tariff under clause 4.5.3(1), Multinet must submit to the Regulator, within 90 business days of the occurrence of a Retailer Insolvency Event, a written statement including:~~

a Multinet's proposed retailer insolvency pass through amount, showing the calculation of that amount taking into account the matters in clause 4.5.3(5); and

b the portion of that amount that Multinet proposes to pass through to end users in each year of the applicable A~~a~~ccess A~~a~~rrangement period/s and how each reference tariff would be varied to achieve that pass through; and

c evidence of:

i the actual and likely increase in R~~r~~etailer I~~i~~nsolvency C~~c~~osts referred to in clause 4.5.3 (5); and

ii the amount to which Multinet is entitled under any relevant credit support; and

iii the maximum amount of credit support (if any) that Multinet was entitled to request the retailer to provide under the terms of credit support outlined in clause 6.5 of this A~~a~~ccess A~~a~~rrangement; and

iv any amount that Multinet is likely to receive on a winding-up of the retailer.

3 The Regulator must notify Multinet of its decision to approve or reject the proposed variations to its Reference Tariffs within 90 Business Days from the later of the date it receives Multinet's statement above, and the date it receives any additional information required by the Regulator. Multinet must provide the Regulator with such additional information as the Regulator reasonably requires for the purpose of making a determination under this clause 4.5.3 within the time reasonably specified by the Regulator in a notice provided to Multinet by the Regulator for that purpose.

4 If the Regulator is satisfied that the making of a determination in respect of a Retailer Insolvency Event involves issues of such complexity or difficulty that the 90 Business Day time limit should be extended, the Regulator may, by written notice to Multinet, extend the time limit by a further period of up to 60 Business Days. The Regulator must give written notice to Multinet of that extension not later than 10 Business Days before the expiry of the 90 Business Day time limit and such notice must set out the length of the extension and the reason the extension is required.

5 Multinet must propose, and the Regulator must determine, a retailer insolvency pass through amount that reflects the increase in the R~~r~~etailer I~~i~~nsolvency C~~c~~osts that Multinet has incurred and is likely to incur in providing reference services until the end of the applicable A~~a~~ccess A~~a~~rrangement period solely as a consequence of the Retailer Insolvency Event, but does not include any amount recovered or recoverable from a retailer or a guarantor of a retailer under the terms of credit support outlined in clause 6.5 and Annexure F, clause 27 of this A~~a~~ccess A~~a~~rrangement.

~~Multinet must propose, and the Regulator must determine, a retailer insolvency pass through amount that reflects the increase in the retailer insolvency costs that Multinet has incurred and is likely to incur in providing reference services until the end of the applicable access arrangement period solely as a consequence of the Retailer Insolvency Event, but does not include any amount recovered or recoverable from a retailer or a guarantor of a retailer under the terms of credit support outlined in clause 6.5 and Annexure F, clause 27 of this access arrangement.~~

4.6. Procedure for Routine Variations in Reference Tariffs

Multinet will notify the Regulator in respect of any Reference Tariff variations, at least 60 business days before the date of implementation and include:

a the proposed variations to the Reference Tariffs; and

b an explanation and details of how the proposed variations have been calculated.

If Multinet proposes variations to the Reference Tariffs (other than as a result of a Cost Pass Through Event) and those variations have not been approved by the next 1 July then the Reference Tariffs will be varied as proposed by Multinet until such time as variations to Reference Tariffs are approved by the Regulator.

If it appears that any past tariff variation contains a material error or deficiency because of a clerical mistake, accidental slip or omission, miscalculation or misdescription, the ~~AE~~Regulator may change subsequent tariffs to account for these past issues.

Within 30 Business Days of receiving Multinet's variation notice, the Regulator will inform Multinet in writing of whether or not it has verified the proposed Haulage Reference Tariff and/or Haulage Reference Tariff Components in Multinet's variation notice as compliant with the Annual Tariff Variation Mechanism.

The 30 Business Day period may be extended for the time taken by the ~~AER~~Regulator to obtain information from Multinet, obtain expert advice or consult about the notification. However, the Regulator must assess a variation application within 90 Business Days, including any extension of the decision making time.

~~4.5.0. Cost Pass Through Event Variations~~

~~Multinet will notify the AER of Cost Pass Through Events within 90 Business Days of the Cost Pass Through Event occurring (or scheduled to occur), whether the Cost Pass Through Event would lead to an increase or decrease in Reference Tariffs.~~

~~When the costs of the Cost Pass Through Event incurred are known (or able to be estimated to a reasonable extent), then those costs shall be notified to the Regulator. When making such notification to the Regulator, Multinet will provide the Regulator with a statement, signed by an authorised officer of Multinet, verifying that the cost of the relevant Cost Pass Through Event is net of any payments made by an insurer or third party which partially or wholly offsets the financial impact of that event (including self-insurance).~~

~~The Regulator must notify Multinet of its decision to approve or reject the proposed variations within 90 Business Days of receiving the notification. This period will be extended for the time taken by the Regulator to obtain information from Multinet, obtain expert advice or consult about the notification.~~

~~The Regulator will endeavor to make its decision on whether Multinet should vary Reference Tariffs due to the occurrence of a Cost Pass Through Event within 90 Business Days of receiving a notification from Multinet. The overall time period for approving a Cost Pass Through Event is 120 business days.~~

~~4.10.~~4.7. Fixed Principles

~~4.10.1.~~4.7.1. General

Rule 99 of the NGR provides that an Access Arrangement may include certain Fixed Principles.

No Fixed Principle can be varied or revoked by the Regulator without the consent of the Service Provider.

Each Fixed Principle will apply for different periods as described in this clause 4.7.

The period during which each Fixed Principle may not be changed is the Fixed Period (Fixed Period).

~~4.10.2.~~4.7.2. Adoption of Fixed Principles

In approving revisions to this Access Arrangement for the Sixth Access Arrangement Period, the Regulator is to adopt the Fixed Principles as set out below.

a The Regulator will use incentive-based regulation adopting a CPI-X approach and not rate of return regulation. This Fixed Principle will apply until the end of the Sixth Access Arrangement Period.

b The opening Capital Base for the Seventh Access Arrangement Period will be determined in accordance with rule 77(2) of the NGR and the opening capital base at the start of the Sixth Access Arrangement Period will be adjusted to take account of:

(1) changes to CPI over the Sixth Access Arrangement Period;

(2) the value of disposals in the ordinary course of business during the Sixth Access Arrangement Period, other than a disposal of:

(A) all of the assets of the Service Provider;

(B) assets pursuant to which the assets of the Service Provider are sold and leased back to the Service Provider

(3) disposals in the ordinary course of business during the Financial Year ending 30 June 2023, other than a disposal of:

(A) all of the assets and liabilities of the Service Provider;

(B) assets pursuant to which the assets of the Service Provider were sold and leased back to the Service Provider.

This Fixed Principle will apply until the end of the Seventh Access Arrangement Period.

c For the Access Arrangement that applied from commencement of the First Access Arrangement Period, the Regulator approved the Fixed Principle here set out. Pursuant to clause 4.1 above and rule 99(3) of the NGR, this Fixed Principle applies in accordance with its terms. Accordingly, this Fixed Principle, if applicable applies until 30 June 2033.

"To the extent that the Rate of Return is relevant to the determination of Reference Tariffs, the Rate of Return on the Capital Base shall be calculated on a real, post-tax basis.

If applicable, this Fixed Principle applies for 30 years."

d To the extent that the Rate of Return is relevant to the determination of Reference Tariffs, the Rate of Return on the Capital Base shall be calculated using the Capital Asset Pricing Model.

This Fixed Principle will apply until the end of the Seventh Access Arrangement Period.

e Where a Cost Pass Through Event occurs during an Access Arrangement Period but the impact of that Cost Pass Through Event has not been fully recovered or reflected in adjusted Reference Tariffs prior to the end of that Access Arrangement Period then the amount of the impact not fully recovered or reflected will be reflected or recovered in the next Access Arrangement Period by an adjustment to the Reference Tariffs for that next Access Arrangement Period.

This Fixed Principle will apply until the end of the Seventh Access Arrangement Period.

~~4.11.~~4.8. Notice to Users

Multinet will notify Network Users in writing as soon as practicable if it proposes any variations to any Reference Tariffs (whether as a result of a Cost Pass Through Event or otherwise).

~~4.12.~~4.9. New Tariff Schedule

Whenever any Reference Tariff is varied in accordance with this Section 4, Multinet will publish a Tariff Schedule on its website at https://www.multinetgas.com.au/regulatory-information showing the Reference Tariffs (as varied) for the Reference Services.

~~4.13.~~4.10. AER's Decision is Conclusive

The AER's decision to allow a proposed variation in Reference Tariffs will be binding and conclusive on Network Users as to the Reference Tariffs that apply to Reference Services. Network Users will not have the right to challenge or otherwise dispute the Reference Tariffs as allowed from time to time by the AER or the basis on which those Reference Tariffs were calculated or determined.

~~4.14.~~4.11. Default Tariffs for the Seventh Access Arrangement Period

If revisions pertaining to the Seventh Access Arrangement Period have not come into effect by 1 July 2028, then:

a the Reference Tariffs for the Haulage Reference Services for the period between 1 July 2028 and the date the revisions come into effect will be adjusted on 1 July each year by Multinet, commencing on 1 July 2028, in a manner that is designed to change the average price per GJ (or per GJ of MDQ) for each Reference Tariff by the annual percentage change in the prior March quarter CPI; and b the Reference Tariffs for the Ancillary Reference Services for the period between 1 July 2028 and the date the revisions come into effect will be adjusted on 1 July each year by Multinet, commencing on 1 July 2028, by the annual percentage change in the prior March quarter CPI.

~~4.15.~~4.12. Treatment of Capital Expenditure in January 2022 to June 2023

In rolling forward the Capital Base, the estimated capital expenditure for the period January 2022 to June 2023 is as set out in the Roll Forward Model as approved in the AER's final decision. Prior to commencement of the Seventh Access Arrangement Period, the actual capital expenditure for that period will be known.

Any difference between the estimated capital expenditure and actual capital expenditure for the period January 2022 to June 2023 is to be taken into account when the roll-forward occurs at the next review, prior to the commencement of the Seventh Access Arrangement Period, in accordance with Rule 77(2)(a).

~~4.16.~~4.13. Depreciation for establishing the Capital Base as at 1 July 2028

~~4.17.~~The depreciation schedule (straight-line) for establishing the opening Capital Base as at 1 July 2028 will be based on forecast capital expenditure at the asset class level approved for the 2023/24- 2027/28 Access Arrangement Period~~The depreciation schedule establishing the opening Capital Base as at 1 July 2028 will be based on forecast capital expenditure at the asset class level approved for the 2023/24-2027/28 Access Arrangement Period~~.

5. Reference Tariff Policy – Incentive Mechanisms

5.1. Incentive Mechanism

An efficiency carryover mechanism will apply to operating expenditure.

The incentive mechanism will operate in the following way:

i the mechanism carries forward Multinet's incremental efficiency gains (or losses) for five years from the year those gains (or losses) occur;

ii annual carryover amounts accrue in each year of the subsequent access arrangement period as the summation of the incremental efficiency gains (or losses) in the immediately prior access arrangement period that are carried forward for five years or less into the year; and

iii the annual carryover amounts are added to Multinet's total revenue in each year of the subsequent access arrangement period. If necessary, the annual efficiency gain (or loss) is carried forward into the access arrangement period commencing 1 July 2028 until it has been retained by the Service Provider for a period of five years.

a The incremental efficiency gain (loss) for 2023/24 will be calculated using:

$$I_{2023/24} = (F_{2023/24} - A_{2023/24}) - 2 \times (F_{HY2023} - A_{HY2023}) + (F_{2021} - A_{2021})$$

where

$I_{2023/24}$ is the incremental efficiency gain (loss) for Regulatory Year 2023-24.

$F_{2023/24}$ is the approved forecast operating expenditure for Regulatory Year 2023-24.

$A_{2023/24}$ is the actual operating expenditure for Regulatory Year 2023-24.

F_{HY2023} is the approved forecast operating expenditure for the six-month extension period from 1 January 2023 to 30 June 2023.

A_{HY2023} is the actual operating expenditure for the six-month extension period from 1 January 2023 to 30 June 2023.

F_{2021} is the approved forecast operating expenditure for Regulatory Year 2021.

A_{2021} is the actual operating expenditure for Regulatory Year 2021.

b Prior to the submission date for the Access Arrangement Period commencing 1 July 2028, actual operating expenditure data will be available for the regulatory year 2022. Where the Service Provider's actual operating expenditure differs from the operating expenditure estimate used to calculate the efficiency carryover mechanism, a true-up will be made to account for the difference. The true-up for regulatory year 2022 will be:

$$T_{2022} = -0.5 \times [(F_{2022} - A_{2022}) - (F_{2021} - A_{2021})]$$

where:

T_{2022} is the true-up for Regulatory Year 2022

F_{2022} is the forecast operating expenditure for Regulatory Year 2022

A_{2022} is the actual operating expenditure for Regulatory Year 2022

F_{2021} is the forecast operating expenditure Regulatory Year 2021

A_{2021} is the actual operating expenditure for Regulatory Year 2021

c Prior to the submission date for the Access Arrangement Period commencing 1 July 2028, actual operating expenditure data will be available for the six-month extension period from 1 January 2023 to 30 June 2023. Where the Service Provider's actual operating expenditure differs from the operating expenditure estimate used to calculate the efficiency carryover mechanism, a true-up will be made to account for the difference. The true-up for the six-month extension period from 1 January 2023 to 30 June 2023 will be:

$$T_{HY2023} = (F_{HY2023} - A_{HY2023}) - 0.5 \times (F_{2022} - A_{2022})$$

where:

T_{HY2023} is the true-up for the six-month extension period from 1 January 2023 to 30 June 2023

F_{HY2023} is the forecast operating expenditure for the six-month extension period from 1 January 2023 to 30 June 2023

A_{HY2023} is the actual operating expenditure for the six-month extension period from 1 January 2023 to 30 June 2023

F_{2022} is the forecast operating expenditure Regulatory Year 2022

A_{2022} is the actual operating expenditure for Regulatory Year 2022

The T_{HY2023} true-up amount will be applied as a revenue adjustment to Regulatory Year 2028–29 of the Access Arrangement Period commencing 1 July 2028.

d The incremental efficiency gain (or loss) for 2024/25 to 2027/28 (inclusive) will be calculated using:

$$I_i = (F_i - A_i) - (F_{i-1} - A_{i-1})$$

where

I_i is the incremental efficiency gain in year i of the Access Arrangement Period.

F_i is the approved forecast operating expenditure in year i of the Access Arrangement Period.

A_i is the actual operating expenditure in year i of the Access Arrangement Period.

F_{i-1} is the approved forecast operating expenditure in year i - 1 of the Access Arrangement Period.

A_{i-1} is the actual operating expenditure in year i - 1 of the Access Arrangement Period.

e Actual operating expenditure in the final year 2027/28 of the Access Arrangement Period is to be estimated using:

$A^*_{2027/28} = F_{2027/28} - (F_b - A_b) +$ *non-recurrent efficiency gains*$_b$

where

$A^*_{2027/28}$ is the estimate of operating expenditure for 2027/28.

$F_{2027/28}$ is the forecast operating expenditure for 2027/28.

F_b is the approved forecast operating expenditure for the base year used to forecast operating expenditure in the Access Arrangement Period following this Access Arrangement.

A_b is the actual operating expenditure for the base year used to forecast operating expenditure in the Access Arrangement Period following this Access Arrangement.

non-recurrent efficiency gains$_b$ is the adjustment made to base year operating expenditure used to forecast operating expenditure for the Access Arrangement Period expected to commence 1 July 2028 to account for operating expenditure associated with one-off factors.

f To ensure efficiency gains or losses made in 2027/28 are retained for five years, operating expenditure for the access arrangement period commencing 1 July 2028 should be forecast in a manner consistent with the estimate for operating expenditure in 2027/28, $A^*_{2027/28}$, in paragraph (c) above. This provides the Service Provider the same reward had the expenditure level in 2027/28 been known.

g The incremental efficiency gains (or losses) are carried over from year to year in real dollars to ensure that these gains (or losses) are not eroded by inflation. The price indices used in this calculation are to be consistent with those used to forecast operating expenditure for the Access Arrangement Period.

h Increments or decrements from the summation of incremental efficiency gains or losses calculated in accordance with the approved incentive mechanism in the Access Arrangement Period will give rise to an additional 'building block' in the calculation of the Total Revenue amounts for each year of the subsequent Access Arrangement Period.

i The following costs will be excluded from the operation of the efficiency carryover mechanism:

 i movements in provisions related to opex;

 ii any cost category that is not forecast using a single year revealed cost approach in the access arrangement period following this Access Arrangement Period (intended to commence 1 July 2028). These costs may include, debt raising costs, unaccounted for gas expenses and priority service program expenses and any abolishment service costs included as haulage reference service opex;

 iii any cost that the Regulator determines to exclude from the operation of the efficiency carryover mechanism in the 2023–28 period, which would not promote the National Gas Objective; and

 iv ancillary reference services.

j The approved forecast operating expenditure amount for each year of the Applicable Access Arrangement Period will be adjusted to include any Determined Pass Through Amounts or other AER approved expenditure arising from Cost Pass Through Events which apply in respect of that year.

k Where the Service Provider changes its approach to classifying costs as either capital expenditure or operating expenditure during the Access Arrangement Period, the Service Provider will report the actual operating expenditure, to align the accounting treatment of expenditure within a period with that in the approved expenditure for that period (reflecting the AER's final decision on this access arrangement).

- For the avoidance of doubt, the forecast expenditure amounts that are used as the basis for measuring efficiencies are equal to the approved forecast operating expenditure for that year (as shown in the table below). Noting that for the purposes of calculating the carryover amount at the next revenue determination, these values will be superseded by the operating expenditure values found in the most recent post-tax revenue model published by the Regulator (plus any other operating expenditure approved by the Regulator), subject to the exclusions in clause 5.1(i)(i)-(iv).~~For the avoidance of doubt, the forecast expenditure amounts that are used as the basis for measuring efficiencies are equal to the approved forecast operating expenditure for that year as shown in the table below, which exclude the costs listed in clause 5.1(g)(i)–(iii)~~.

Approved forecast operating expenditure for the efficiency carryover mechanism

	~~2021~~	~~2022~~	~~Jan-Jun 2023~~	~~2023-24~~	~~2024-25~~	~~2025-26~~	~~2026-27~~	~~2027-28~~
~~Approved forecast operating expenditure~~	~~75.1~~	~~76.2~~	~~45.0~~	~~80.0~~	~~79.3~~	~~78.3~~	~~76.7~~	~~76.5~~
~~$ Basis~~	~~2018-2022 GAAR ($2017)~~	~~2018-2022 GAAR ($2017)~~	~~Half Year Extension GAAR ($2022)~~	~~July 2023-June 2028 GAAR ($2022-23)~~				

	~~2021~~	~~2022~~	~~Jan-Jun 2023~~	~~2023-24~~	~~2024-25~~	~~2025-26~~	~~2026-27~~	~~2027-28~~
~~Approved forecast operating expenditure~~	~~77.40~~	~~78.58~~	~~45.41~~	~~78.24~~	~~77.96~~	~~77.74~~	~~77.10~~	~~78.18~~
~~$ Basis~~	~~2018-2022 GAAR ($2017)~~	~~2018-2022 GAAR ($2017)~~	~~Half Year Extension GAAR ($2022)~~	~~July 2023-June 2028 GAAR ($2022-23)~~				
~~Exclusions~~	~~debt raising costs~~	~~debt raising costs~~	~~debt raising costs~~	~~debt, raising costs, ARS and Priority Service Program~~				

	2021	2022	Jan-Jun 2023	2023-24	2024-25	2025-26	2026-27	2027-28
Approved forecast operating expenditure	75.1	76.2	45.0	80.0	79.3	78.3	76.7	76.5

$ Basis	2018-2022 GAAR ($2017)	2018-2022 GAAR ($2017)	Half-Year Extension GAAR ($2022)	July 2023-June 2028 GAAR ($2022-23)

5.2. Capital Expenditure Sharing Scheme

The Capital Expenditure Sharing Scheme (**CESS**) will operate in the following way:

i The annual efficiency gain or loss under the scheme will be calculated by subtracting Multinet's actual capital expenditure from the approved capital expenditure allowance (~~both~~ net of contributions and expenditure related to connecting customers[1] ~~and augmenting the network~~) in each year of this Access Arrangement. For the final year (and in some instances the penultimate year) an estimate of actual capital expenditure will be used.

ii For the purpose of calculating the annual efficiency gain or loss the approved capital expenditure allowance is to be adjusted to take into account a change in scope of activities in accordance with the approach outlined below or an approved Cost Pass Through Event.

a The efficiency gain for year one is calculated as:

Year 1 efficiency gain = capital expenditure allowance for year 1 – actual capital expenditure in year 1

b The efficiency gain for each year will be discounted into its Net Present Value (NPV) at the end of the Access Arrangement Period. In doing so it is assumed that capital expenditure occurred in the middle of the year. To calculate the total efficiency gain the annual efficiency gains in NPV terms are added.

Total efficiency gain = NPV year 1 efficiency gain + NPV year 2 efficiency gain + NPV year 3 efficiency gain + NPV year 4 efficiency gain + NPV year 5 efficiency gain

c The above calculations are represented by the following equation:

$$Total\ efficiency\ gain = \sum_{n=1}^{p} \frac{1}{(1+WACC)^{n-p-0.5}} \times (F_n - A_n)$$

where:

n is the Access Arrangement year

WACC is the average of the nominal weighted average cost of capital that are applied during each year of the Access Arrangement Period

p is the length of the Access Arrangement Period

1 i.e. connections capex under Chapter 12A of the National Gas Rules

F_n is the capital expenditure allowance for year n

A_n is the actual capital expenditure for year n.

d A sharing factor 30 per cent will apply to the total efficiency gain/loss. This means that Multinet will bear 30 per cent of any loss and will retain 30 per cent of any gain. The remaining 70 per cent will go to gas pipeline users.

Multinet sharing factor = 30%

Multinet share = total efficiency gain x 30%

e The CESS takes into account benefits or costs that have already accrued to Multinet during the Access Arrangement Period in order to ensure that the power of the incentive is the same in each year. This is the financing benefit of any underspend and the financing cost of any overspend.

f Capital expenditure is assumed to be incurred in the middle of each year and would be adjusted to end of year terms. In the case of an underspend, Multinet will recover a financing benefit (in the year following an underspend) equal to the underspend, in the preceding year, multiplied by the WACC.

g The financing benefit from preceding years will be compounded, namely the financing benefit will be discounted to its NPV at the end of the Access Arrangement Period. In doing so it is assumed that financing benefits accrue at the end of each year. To calculate the total financing benefit, the annual financing benefit in NPV terms are summed. This is calculated using the following equation:

$$Net\ financing\ benefit = \sum_{n=1}^{p} \frac{1}{1 + WACC^{n-p}} \times year\ n\ financing\ benefit$$

h The CESS reward or penalty payable to Multinet is calculated by subtracting the net financing benefit from Multinet's share of the cumulative efficiency gain:

$$CESS\ reward = (NSP\ share - net\ financing\ benefit)\ x\ CPF$$

where:

CPF is the Contingent Payment Factor calculated as:

If Multinet's share > net financing benefit, and

- if the asset performance index (API) > 100, = 1
- if 80 < API < 100, CPF = (API – 80) / (100 – 80), and
- if API < 80, CPF = 0, or

If Multinet's share is $\leq$ net financing benefit, CPF = 1.

API is the Asset Performance Index calculated in accordance with Annexure G.

i The CESS reward or penalty will be applied as an additional building block adjustment to Multinet's revenue over the upcoming Access Arrangement.

j Actual capital expenditure for the final year of the Access Arrangement will not be available when the rewards or penalties for the CESS are calculated for the upcoming Access Arrangement. Instead, an estimate of capital expenditure will be used to calculate the efficiency gains or losses for the final regulatory year.

k At the next Access Arrangement decision actual capital expenditure data will be available for that year. Where Multinet's actual capital expenditure differs from the capital expenditure estimate used to calculate the CESS, an adjustment will be made to account for the difference. The adjustment for the final year of the Access Arrangement Period will be:

$$Final\ Year\ Adjustment = (A_p^* - A_p)\ x\ \frac{NSP\ Sharing\ Factor}{(1 + WACC_F)^{-0.5}}\ x\ CPF\ x \prod_{i=1}^{5}(1 + WACC_i)$$

where:

A_{p^*} is the estimate of actual capital expenditure in the final year of the Access Arrangement Period that has been used to initially calculate the CESS rewards or penalties

A_p is actual capital expenditure in the final year of the Access Arrangement Period.

$WACC_F$ is the annually updated nominal WACC in the final year of the Access Arrangement Period

$WACCi$ is the annually updated nominal WACC for each of the five years in the Access Arrangement period starting from 1 July 2023.

l CESS payments will be adjusted where Multinet defers capital expenditure in the 2023/24–2027/28 Access Arrangement Period and:

i the amount of the deferred capital expenditure in the 2023/24–2027/28 Access Arrangement Period is material, and

ii the amount of the estimated underspend in capital expenditure in the 2023/24–2027/28 Access Arrangement Period is material, and

iii total approved forecast capital expenditure in the next Access Arrangement Period is materially higher than it is likely to have been if a material amount of capital expenditure was not deferred in the 2023/24–2027/28 Access Arrangement Period.

m If the AER determines that an adjustment will be made, the adjustment is the present value of the estimated marginal increase in forecast capital expenditure in the next Access Arrangement Period attributable to capital expenditure deferred in the 2023/24/-2027/28 Access Arrangement Period.

n Actual capital expenditure will be adjusted to remove any expenditure that is not rolled into Multinet's regulatory asset base used to determine revenue over the 2023/24-2027/28 Access Arrangement Period.

o A discount rate will be applied to account for the time value of money. This adjustment will also be required for the penultimate year of the Access Arrangement where finalised actual capital expenditure figures are not available before finalising the regulatory determination.

6. Terms and Conditions

6.1. Reference Services

Reference Services will be provided to Network Users under this Access Arrangement on and subject to the terms of an Agreement that will comprise:

a the Specific Terms and Conditions, in the form set out in Annexure E; and

b the terms and conditions set out in Annexure F (**the General Terms and Conditions**).

Each Agreement will include the Specific Terms and Conditions. The Specific Terms and Conditions is a standard form document that contains details which will vary from Network User to Network User and from Agreement to Agreement. The blank spaces in the standard form are to be completed and the document signed by Multinet and the Network User to evidence the Agreement between them.

As is apparent from the form of the Specific Terms and Conditions set out in Annexure E, the details to be completed are as follows:

a details of each Network User Receipt Point at which Gas is to be delivered to Multinet by or for the account of that Network User pursuant to the Agreement;

b details of each Network User DP at which Gas is to be delivered by Multinet to or for the account of that Network User pursuant to the Agreement;

c the period for which the Agreement is to remain in force (assuming it is not terminated earlier in accordance with the General Terms and Conditions);

d the date on which Multinet is to commence providing Reference Services pursuant to the Agreement;

e where required, details of the maximum Quantity of Gas Multinet is obliged to deliver through each Network User DP that is a Demand DP during any Network Day and during any period of 60 minutes; and

f a street address and an e-mail address for the purposes of the service of notices on the Network User pursuant to the Agreement.

As regards paragraphs (a) and (b), it is possible that a Network User will wish to deliver Gas to Multinet through multiple/different Receipt Points that vary over the Term of the Agreement or requires Multinet to deliver Gas through multiple/different DPs that will vary over the Term of the Agreement. In this case, the Specific Terms and Conditions will describe how those Receipt Points and DPs will be determined and identified from time to time over the Term of that Agreement. In the case of Network Users who wish to be able to deliver Gas through multiple/different DPs that vary over the time, Multinet expects that the Network User DPs will be defined as those DPs in respect of which the Network User is the financially responsible organisation (FRO) under the relevant Retail Market Procedures.

As regards paragraph (e), the Maximum Daily Quantity (MDQ) for a Network User DP will be determined by negotiation between Multinet and the Network User. If no MDQ has been or is agreed for a Network User DP, then the MDQ will be determined by Multinet acting reasonably, having regard to historical data about the Quantities of Gas delivered through the relevant Network User DP and any other factors Multinet considers relevant.

6.2. Negotiated Services

A Negotiated Service is a Network Service that is different from the Reference Services. If a Network User or a Prospective Network User requires a Network Service on terms and conditions that differ in any way to the General Terms and Conditions, then the Network User or Prospective Network User requires a Negotiated Service.

The terms and conditions on which Multinet will provide a Negotiated Service (including the Tariff for that Negotiated Service) will be determined through negotiation between Multinet and the User who requires that Negotiated Service, or in default of agreement, through dispute resolution in accordance with Chapter 6 of the National Gas Law.

The terms and conditions on which Multinet will provide a Negotiated Service will be the same as the General Terms and Conditions to the extent that the General Terms and Conditions are appropriate and applicable to the Negotiated Service requested by the Network User or Prospective Network User.

Once the terms and conditions of a Negotiated Service have been agreed or determined through dispute resolution in accordance with Chapter 6 of the National Gas Law, Multinet and the User will sign a document to evidence those terms and conditions.

The document will comprise the Specific Terms and Conditions, the General Terms and Conditions (to the extent that they apply to the Negotiated Service) and a schedule setting out the terms and conditions applicable to that Negotiated Service (as agreed or determined through dispute resolution). The schedule is known as the Special Terms and Conditions and will show how the terms and conditions applicable to the Negotiated Service differ from the General Terms and Conditions.

6.3. Pre-Conditions to Network Services

A Prospective Network User that requires a Network Service must satisfy a number of pre-conditions before Multinet is required to provide that Network Service. These pre-conditions are as follows:

a the Network User must satisfy Multinet that the Network User meets the requirements of Multinet’s Network User Policy;

b the Network User must satisfy Multinet that the Network User is registered under the Rules as a registered participant in the relevant registrable capacities;

c the Network User must satisfy Multinet that the Network User has adequate arrangements in place to ensure that the Network User will comply with its obligations to Multinet in relation to the Network Service; and

d the Network User must execute a written agreement setting out or incorporating the terms and conditions on which Multinet is to provide the Network User with the Network Service.

6.4. Network User Policy

Multinet will not be required to provide Network Services to a Network User, or Prospective Network User, who does not meet the requirements of Multinet’s Network User Policy. The Network User Policy requires that:

a a Network User must be resident in Australia or have a permanent establishment in Australia;

b (if the Network User is incorporated or constituted under any law other than the Corporations Act 2001) the Network User must have provided Multinet with a legal opinion in form and substance satisfactory to Multinet that confirms:

i the due incorporation and good standing of the Network User;

ii the legal capacity of the Network User to enter into and perform the Agreement between the Network User and Multinet; and

iii the due execution of that Agreement and the enforceability of that Agreement against the Network User,

c the Network User must be capable of being sued in its own name in courts established under the laws of Victoria and other States;

d the Network User must not enjoy any immunity from legal proceedings or legal process (including, but without limitation, any immunity from execution);

e the Network User must satisfy the requirements of Multinet's Credit Policy;

f the Network User must have the necessary financial capability to discharge its present and future obligations in relation to Network Services; and

g the Network User must not be an externally administered body corporate or insolvent under administration (as defined in the Corporations Act 2001) or under a similar form of administration under any laws applicable to the User in any jurisdiction.

6.5. Multinet's Credit Policy

Multinet will not be required to provide Network Services to a Network User, or Prospective Network User, who does not meet the requirements of Multinet's Credit Policy.

6.5.1 – Gas Retailers

In the case of Gas Retailers, Multinet's Credit Policy is as follows:

a Multinet will not require any Gas Retailer to provide credit support to Multinet ~~in the form of bank guarantee, financial undertaking or similar instrument~~ unless within the previous 12 months, the Gas Retailer has failed to pay in full:

(i) the charges contained in 3 statements of charges by the due date for payment; or

(ii) the charges contained in 2 consecutive statements of charges by the due date for payment; or

(iii) the charges contained in 1 statement of charges within 15 business days of the due date for payment.

b If Multinet is permitted to require credit support pursuant to section 6.5.1(a), Multinet may only require the Gas Retailer to provide credit support~~a bank guarantee, financial undertaking or similar instrument~~ up to an amount equal to the charges contained in the most recent statement of charges that gave rise to the requirement for the retailer to provide credit support under clause 6.5.1(a).

~~c If a retailer is a subsidiary within a corporate group then the retailer must provide a guarantee from the parent entity of that group in form and substance satisfactory to Multinet under which the parent entity guarantees the performance of that retailer, including the payment of all amounts payable to Multinet by the retailer.~~

~~d Multinet will not require a retailer to provide any other form of credit support otherwise than in accordance with this section.~~

For the purposes of this policy:

~~e~~c If a retailer fails to pay charges contained in a statement of charges, but the charges are disputed, and the retailer has complied with the requirements of clause 23 of the General Terms and Conditions in respect of the dispute, the retailer will not be considered in default in payment of the disputed charges and the distributor will not be entitled to require the retailer to provide credit support.

~~f~~d If a retailer is required to provide credit support in accordance with clause 6.5.1(a):

(i) the credit support must be provided within 5 business days of Multinet's request;

(ii) the credit support must be an acceptable form of credit support in favour of the distributor (an acceptable form of credit support is defined in clause 27.3 of the General Terms and Conditions)~~in a form acceptable to Multinet~~;

(iii) the retailer must ensure that at all times the aggregate undrawn amount of the credit support is not less than the amount requested by Multinet in accordance with section 6.5.1(b).

~~Multinet's Credit Policy in relation to retailers has been developed on the basis that, if there is a Retailer Insolvency Event, Multinet will be entitled to a Cost Pass-Through in order to pass through the costs and losses associated with that Retailer Insolvency Event, irrespective of materiality and, where necessary, that cost pass-through will carry forward into subsequent Access Arrangement Periods until the costs and losses are recovered in full.~~

~~For this purpose, the costs and losses which Multinet will be entitled to pass through in relation to a Retailer Insolvency Event will include (but without limitation):~~

~~a Distribution service charges that have been billed but not paid;~~

~~b Distribution service charges that have accrued but have not been billed;~~

~~c Any costs incurred by Multinet in attempting to recover unpaid distribution service charges (including the cost of debt recovery proceedings or winding up applications);~~

~~d Any other costs or losses that Multinet has incurred or is likely to incur as a result of or in relation to the failure of the relevant retailer to pay any distribution service charges to Multinet (and whether those charges or costs were billed, accrued or incurred prior to or after the Retailer Insolvency Event and whether those charges or costs have or have not been written off in Multinet's accounts and irrespective of any settlement or compromise between Multinet and the retailer or any other party).~~

6.5.2 – Other Network Users

~~The Retailer Insolvency Event Cost Pass Through does not apply to Network Users which are not retailers.~~ In the case of these Network Users who are not Gas Retailers, Multinet's Credit Policy is that the Network User must have an acceptable credit rating or provide Multinet with security acceptable to Multinet, on terms and conditions acceptable to Multinet~~AGN.~~

For the purposes of this section 6.5.2, where the Network User is not a retailer or the credit support rules do not apply to the Network, Multinet will from time to time determine what constitutes an acceptable credit rating. Until otherwise determined by Multinet, an acceptable credit rating is:

a a rating of BBB or higher for long-term unsecured counterparty obligations of the entity, as rated by Standard & Poors (Australia) Pty Ltd; or

b a rating of Baa2 or higher for long term obligations of the entity, as rated by Moody's Investors Services.

Whenever Multinet decides to alter the acceptable credit rating, it will notify all affected Network Users of the acceptable credit rating or ratings as altered.

For the purposes of this section 6.5.2, acceptable security will be:

a a bank guarantee, given by an Australian bank acceptable to Multinet, for an amount of not less than Multinet's reasonable estimate of three months average Charges (calculated by reference to a 12 month period); or

b a guarantee of the Network User's obligations given by an entity, acceptable to Multinet, that has an acceptable credit rating (as defined above).

7. Capacity Trading

7.1. Capacity Trading

Rule 48(1)(f) of the Rules requires an Access Arrangement to set out capacity trading requirements. Rule 105 of the National Gas Rules states that the capacity trading requirements must provide for the transfer of capacity:

a in accordance with the rules or procedures governing a gas market in which the service provider is registered as a participant; or

b in accordance with Rule 105, if the service provider is not registered as a participant in a gas market or the relevant rules or procedures do not deal with capacity trading.

Multinet is registered as a participant in both the Victorian Wholesale Gas Market and the Victorian Retail Gas Market.

Unlike a transmission pipeline, the Network is a gas distribution network in a competitive gas market and, consequently, Network Users do not have reserved capacity within the Network. The capacity of the Network is determined by the capacity of the Receipt Points to accept gas into the Network and the capacity of the Delivery Points to deliver gas out of the Network.

The Receipt Points on the Network are system withdrawal points for the purposes of the Declared Wholesale Gas Market Rules which are set out in Part 19 of the National Gas Rules. Bids for the withdrawal of gas at the system withdrawal points are allocated in accordance with the Declared Wholesale Gas Market Rules. Where two or more withdrawal bids are equally beneficial, withdrawal bids associated with AMDQ credit certificates or authorised MDQ are scheduled before other withdrawal bids. AMDQ credit certificates and authorised MDQ represent capacity at the system withdrawal points. AMDQ credit certificates and authorised MDQ, can be transferred in accordance with the Declared Wholesale Gas Market Rules.

The Delivery Points on the Network are distribution supply points for the purposes of the Victorian Retail Market Procedures. Multinet delivers gas through the distribution supply points to or for the account of the person which is registered as the financially responsible organisation (FRO) for that distribution supply point. The capacity available at a Delivery Point can be transferred between Network Users in accordance with the Victorian Retail Market Procedures.

Rule 105 of the Rules provides for the transfer of contracted capacity. As the Network is a gas distribution network, Network Users are not allocated contracted capacity within the Network.

7.2. Queuing

The Network is a distribution pipeline and, consequently, under Rule 103(1)(b) of the National Gas Rules, this Access Arrangement does not need to include queuing requirements unless the Regulator has notified Multinet that this Access Arrangement must contain queuing requirements. The Regulator has not notified Multinet to that effect.

7.3. Changes to Receipt and Delivery Points

Rule 48(h) of the National Gas Rules requires an Access Arrangement to state the terms and conditions for changing receipt and delivery points.

Under Rule 106 of the National Gas Rules, an Access Arrangement must provide for the change of a receipt or delivery point in accordance with the following principles:

a A Network User may, with the service provider's consent, change the Network User's receipt or delivery point;

b The service provider must not withhold its consent unless it has reasonable grounds, based on technical or commercial considerations, for doing so.

An Access Arrangement may specify in advance conditions under which consent will or will not be given and conditions to be complied with if consent is given.

As the only Receipt Points on the Network are custody transfer points between the Network and other networks, it is unlikely that the Service Provider would consent to a request to change a Receipt Point.

As Multinet is a Distributor under the Victorian Retail Market Procedures, the terms and conditions for changes to Delivery Points are the terms and conditions set out in the Victorian Retail Market Procedures. Chapter 4 of the Victorian Retail Market Procedures provides for the transfer of Delivery Points.

The Network User may change the Network User DPs in accordance with the Victorian Retail Market Procedures. Multinet will not withhold its consent to a change in a Network User DP unless it has reasonable grounds for doing so, based on technical or commercial considerations.

8. Network Extensions and Expansions

8.1. High Pressure Extensions

a If Multinet proposes a high pressure pipeline extension of the covered pipeline, subject to Section 8.1c, Multinet must apply to the Regulator in writing to decide whether this Access Arrangement will apply to incremental services to be provided by the proposed extension. The application must include the information required by Section 8.1b.

b A notification given by Multinet under this Section 8.1 must:

i be in writing;

ii state whether Multinet intends for this Access Arrangement to apply to the incremental services to be provided by means of the proposed extension;

iii describe the proposed extension and describe why the proposed extension is being undertaken; and

iv be given to the AER before the proposed extension comes into service.

c Multinet is not required to notify the AER under this Section 8.1 to the extent that the cost of the proposed extension has already been included and approved by the Regulator in the calculation of Reference Tariffs, in which case, this Access Arrangement applies to incremental services to be provided by means of the proposed extension.

d After considering Multinet's application, and undertaking such consultation as the Regulator considers appropriate, the Regulator will inform Multinet of its decision on Multinet's proposed coverage approach for the new network section.

e The Regulator's decision referred to above may be made on such reasonable conditions as determined by the Regulator and will have the effect stated in the decision.

8.2. Other Extensions and Expansions

a Any extensions to the Network which are not high pressure pipeline extensions within the meaning of this clause will be covered by this Access Arrangement. Any expansions to the Network will be covered by this Access Arrangement.

b For the purposes of this clause, high pressure means 1050kPa.

8.3. Effect on Reference Tariffs

a This Section 8.3 describes how Incremental Users will be charged for an Incremental Reference Services to which this Access Arrangement applies pursuant to Section 8.2.

b Where capital expenditure constituted by an extension or expansion is conforming capital expenditure, Incremental Users will be charged at the prevailing Reference Tariffs and, as permitted by Rule 77(2) of the National Gas Rules, Multinet will include the conforming capital expenditure in the opening Capital Base for the next Access Arrangement Period. Multinet may, at its discretion, seek the Regulator's determination prior to the next Access Arrangement Period that capital expenditure is conforming capital expenditure.

c Where capital expenditure constituted by an extension or expansion is non-conforming capital expenditure (in whole or in part):

i the non-conforming capital expenditure may be (subject to the Rules):

1 recovered from Incremental Users by way of capital contribution, in which case the Incremental Users would be charged according to the prevailing Reference Tariffs (as to that part of the capital expenditure constituted by an extension or expansion that is conforming capital expenditure, if any) plus the capital contribution;
2 recovered from Incremental Users by way of a surcharge approved by the Regulator under Rule 83 of the Rules, in which case the Incremental Users would be charged according to the prevailing Reference Tariffs (as to that part of the capital expenditure constituted by an extension or expansion that is conforming capital expenditure, if any) plus the surcharge;
3 included in a Speculative Capital Expenditure Account under Section 9 to the extent that it is not recovered through a capital contribution or a surcharge, in which case Incremental Users would be charged according to the prevailing Reference Tariffs as to that part of the capital expenditure constituted by an extension or expansion that is conforming capital expenditure, if any; or
4 recovered by a combination of these approaches, in which case Incremental Users would be charged according to the prevailing Reference Tariffs (as to that part of the capital expenditure constituted by an extension or expansion that is conforming capital expenditure, if any) plus, as applicable, a capital contribution and an approved surcharge; and

ii Multinet will notify the relevant Incremental Users of its choice between these approaches prior to the extension or expansion entering into service.

d Where Multinet recovers non-conforming capital expenditure by way of capital contribution, Multinet will include the whole of the capital expenditure in the opening Capital Base for the next Access Arrangement Period and will also include the capital contribution (as a negative amount, so that Multinet will not benefit by way of increased revenue).

e Where Multinet recovers non-conforming capital expenditure by way of a surcharge, Multinet will include that part of capital expenditure that is conforming capital expenditure in the opening Capital Base for the next Access Arrangement Period and, as required by Rule 83(3), will not include the non-conforming capital expenditure that is, or is to be, recovered by way of the surcharge.

f Where a Network Service other than an Incremental Reference Service, is provided pursuant to an extension or expansion, Multinet will negotiate the Charge in good faith with the relevant Network Users (subject to the relevant provisions of the National Gas Rules).

8.4 Un-reticulated Townships

Multinet's policy for extensions to un-reticulated townships where the extension was not included in the calculation of the Reference Tariffs or the subject of a competitive tender is as follows:

a Any proposal to reticulate a township, or request to Multinet to consider reticulation of a township, will undergo an initial feasibility assessment.

b If the feasibility assessment indicates that the extension may be economic, Multinet will conduct further investigation that may include proposals for the regulatory treatment of the extension project.

c Multinet may approach the Regulator with details of the proposed extension with a view to agreeing on the regulatory treatment of the extension project.

d Where the agreed regulatory treatment is that the extension is, if it proceeds, to be covered by this Access Arrangement:

  i Multinet will be permitted to recover the Net Financing Costs incurred during the Access Arrangement Period in which the extension is commenced in Reference Tariffs to take effect in subsequent Access Arrangement Periods;

  ii The Capital Base for the Access Arrangement Period commencing immediately after the commencement of the extension will be increased by the capital expenditure that is conforming capital expenditure;

  iii The capital expenditure will not reduce the carry-over of cost-related efficiencies from the Access Arrangement Period in which the extension is commenced to any subsequent Access Arrangement Period;

  provided the extension:

  iv passes the Economic Feasibility Test; and

  v would otherwise be uneconomic for Multinet if commenced prior to being included in the calculation of Reference Tariffs in future Access Arrangement Periods.

e Once agreement has been reached concerning the regulatory arrangement, Multinet will undertake a detailed feasibility assessment. Should the outcome of this assessment establish or confirm that the extension is economic (including the consideration of any capital contributions or surcharges) under the agreed regulatory arrangement, then the extension will progress. Otherwise, further discussions will be held with the Regulator. If, in light of the detailed economic assessment and available regulatory arrangements, the extension is not economic, the extension will not proceed.

f Where the extension is deemed uneconomic, Multinet may review the extension should material changes occur.

g Multinet's funding of extensions to un-reticulated townships is, in accordance with Rule 104(5) of the NGR, conditional upon (among other things) Multinet having sufficient funds available on commercial terms acceptable to Multinet.

h The agreed regulatory treatment may include a requirement that Incremental Users pay a capital contribution in addition to prevailing Reference Tariffs, or a surcharge in addition to prevailing Reference Tariffs, or a new Reference Tariff.

i Where the agreed regulatory treatment includes application of a new Reference Tariff, the agreed regulatory treatment shall also include a mechanism to integrate the new Reference Tariff into the Reference Tariff Control Formulae.

9. Speculative Capital Expenditure

If during the Access Arrangement Period, Multinet makes capital expenditure (in whole or in part) that is non-conforming capital expenditure under the Rules, Multinet may:

a recover the amount of the expenditure in full or in part by means of a capital contribution by a Network User or Network Users; and/or

b notify the AER that it proposes to recover the amount or part of the amount of the expenditure by means of a surcharge to be approved by the AER,

in accordance with the Rules.

To the extent that the amount of the non-conforming capital expenditure is not to be recovered pursuant to Section 9, Multinet will add that amount to its speculative capital expenditure account in accordance with the Rules.

10. Review of the Access Arrangement

10.1. Revisions Submission Date

Multinet will submit revisions to this Access Arrangement to the Regulator on or before 1 June 2027.

10.2. Revisions Commencement Date

The revisions to this Access Arrangement referred to in Section 10.1 will commence on 1 July 2028.

11. Glossary

In this Access Arrangement and the Access Arrangement Information, unless the contrary intention appears:

'Access Arrangement Information' (the Final Plan) has the meaning given to it in the National Gas Law and refers to the Access Arrangement Information for the Network, amended to reflect the AER's Final Decision.

'**AEMO**' means Australian Energy Market Operator Limited (ABN 94 072 010 327).

'**AER**' or '**Regulator**' means the Australian Energy Regulator.

'**AER's Final Decision**' means the final decision of the AER under Rule 62 of the National Gas Rules.

'**Agreement**' means the contract between Multinet and a Network User for the provision of Network Services.

'**Ancillary Reference Charge**' means the charge payable by the Network User under the Agreement for an Ancillary Reference Service as calculated in accordance with the Agreement and the Tariff Schedule from time to time.

'**Ancillary Reference Service**' means a Network Service described in Section 2.4 of this Access Arrangement.

'**Ancillary Reference Tariffs**' means the tariffs applicable to the Ancillary Reference Services.

'**Annual MHQ**' means the greatest Quantity of Gas (in GJ) withdrawn at a DP in any hour in a Financial Year.

'**Asset Performance Index**' or '**API**' is the index of asset performance calculated in accordance with Annexure G for the purpose of determining Contingent Payment Factor adjustments to the Capital Expenditure Sharing Scheme.

'**Billing Period**' means a calendar month or such other period as Multinet and the Network User may agree.

'**Business Day**' means a day other than a Saturday, Sunday or public holiday in Victoria.

'**Calendar Year**' means a period of 12 months commencing on 1 January and ending on 31 December.

'**Charges**' means the charges payable by the Network User under the Agreement and, in relation to a User DP, means the charges payable by the Network User in relation to that DP as determined in accordance with the Agreement.

'**Claim**' means any claim under or pursuant to an indemnity in the Agreement (or any other contract) or as a result of any breach of the Agreement (or any other contract) or in tort as a result of any negligence or any breach of any duty or as a result of any breach of any statutory duty or obligation or any other duty or obligation.

'**Commercial DP**' see '**non-Residential DP'**.

'**Cost Pass Through Event**' has the meaning given in Section 4.5.

'**Contracted Capacity**' has the same meaning as it has for the purposes of Rule 105 of the National Gas Rules.

'**Contingent Payment Factor**' or '**CPF**' or means the value of CESS reward scaling, if any, that arises from the outcome of Multinet's performance on the Asset Performance Index.

'**CPI**' means the Consumer Price Index (All Groups Weighted Average for the Eight Capital Cities) as published by the Australian Bureau of Statistics or its successor or, if that Consumer Price Index is not published for any reason, whatever alternative index Multinet determines (with the Regulator's approval) from time to time is reasonably equivalent to that Consumer Price Index.

'**credit support**' means any form of credit support, including (without limitation) a financial guarantee, undertaking, parent company guarantee or cash deposit or any other form of credit support which is an acceptable form of credit support within the meaning of clause 27.3 of the General Terms and Conditions.

'**Cubic Metre**', in relation to Gas, means the amount of that Gas which, at Standard Conditions, would occupy a volume of one cubic metre.

'**Customer Connection Contract**' means a "customer connection contract" (as defined in the National Energy Retail Law) between Multinet and a Shared Customer in respect of premises at which there is a Network User DP. A reference to a customer connection contract includes a reference to a customer connection contract taken to be entered into by Multinet and a Shared Customer by operation of law.

'**Customer Connection Services**' means "customer connection services" (as defined in the National Energy Retail Law) for premises of a Shared Customer which are the subject of a Customer Connection Contract.

'**Default Interest Rate**' means a rate of interest which is two per cent per annum higher than the Interest Rate.

'**Delivery Point**' or '**DP**' means a point on the Network at which Gas is, or is to be, delivered out of the Network.

'**Demand DP**' or '**Industrial DP**' has the meaning given to it in Section 2.2.2 of this Access Arrangement.

'**Demand Haulage Service**' means the Network Service that is described in Section 2.2.2 of this Access Arrangement.

'**Disconnection**' has the meaning given to it in Section 2.4 of this Access Arrangement.

'**Distribution Area**' means the area that is serviced by the Network.

'**Distribution Licence**' means a licence or authority granted to Multinet under law, which authorises the operation of the Network or any part of it.

'**Distribution Services**', in an Agreement, means Haulage Reference Services, Ancillary Reference Services, Customer Connection Services and any other services (including any Network Services) provided by Multinet to the Network User under or in relation to that Agreement.

'**Distribution Service Charges**' means the charges payable by the Network User under the Agreement and any other charges that are "distribution service charges" within the meaning of the National Gas Rules.

'**Economic Feasibility Test**' means the test to determine whether capital expenditure is conforming capital expenditure as constituted by Rule 79(1)(a) and 79(2)(a) or 79(2)(b) of the National Gas Rules.

'**Fifth Access Arrangement Period**' means the period from 1 January 2018 to 30 June 2023.

'**Final Plan'** see **'Access Arrangement Information'**.

'**Financial Year**' means a period of 12 months commencing on 1 July and ending on 30 June.

'**Financially Responsible Organisation'** or '**FRO**' means, in relation to a supply point, the person identified in the metering register as the Market Participant responsible, at the relevant time, for settling the account relating to that supply point.

'**Gas**' has the meaning given to 'natural gas' in the National Gas Law provided that:

a if the National Gas Law or the National Gas Rules are amended to contemplate or facilitate the delivery of another substance into the Network (such as hydrogen, biomethane or any other substance); and

b Multinet decides to accept, or is required to accept, that substance into its Network,

then Gas means:

c that substance;

d natural gas (as defined in the National Gas Law); and

e the blend or mixture of that substance with:

1. natural gas (as defined in the National Gas Law); or
2. any another substance or substances which have been or are accepted into the Network.

'**Gas leaks**' has the number of publicly reported gas leaks in mains, mains or meters that require corrective works per year.

'**Gas Retailer**' means a person who is the holder of a licence under the Gas Supply Act 2001 (Vic) authorising the sale of gas by retail or a retailer authorisation issued under the National Energy Retail Law in respect of the sale of gas.

'**General Terms and Conditions**' or **'Terms and Conditions'** has the meaning given to it in Section 6.1.

'**GJ**' means a gigajoule, which is 1000 megajoules.

'**Gross Heating Value**' means the energy produced by the complete combustion of one Cubic Metre of Gas with air, at Standard Conditions, the product of combustion cooled to a temperature of 15 degrees Celsius and the water vapour formed by the combustion condensed to a liquid state.

'**GST Act**' means the A New Tax System (Goods and Services Tax) Act 1999.

'**GSL Payment**' means a payment that Multinet is required to make under a GSL scheme (as defined in the National Energy Retail Law (South Australia) Act 2011 (SA)).

'**Haulage Reference Service**' means the Demand Haulage Service or the Volume Haulage Service.

'**Haulage Reference Tariffs**' means the tariffs applicable to the Haulage Reference Services.

'**Haulage Service Charge**' means the charge payable by a Network User under the Agreement for a Haulage Reference Service as calculated in accordance with the Agreement and the Tariff Schedule from time to time.

‘**Incremental Reference Service**’ means a Reference Service that could not have been provided at a Delivery Point without an extension or expansion.

‘**Incremental User**’ means a User that could not have been serviced at a Delivery Point without an extension or expansion.

‘**Industrial DP’** see ‘**Demand DP**’.

‘**Insolvency Event**’ means the happening of any of the following events in relation to a party to the Agreement:

a an order is made that it be wound up or that a ‘controller’ (as defined in the Corporations Act 2001) be appointed to it or any of its assets;

b a resolution that it be wound up is passed;

c a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;

d an administrator is appointed to it or a resolution that an administrator be appointed to it is passed;

e it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or shareholders, or an assignment for the benefit of any of, or any class of, its creditors, in relation to a potential Insolvency Event in subparagraphs (a) to (d), or (f) to (g) occurring;

f any action is taken by the Australian Securities and Investment Commission to cancel its registration or to dissolve it;

g it is insolvent within the meaning of Section 95A of the Corporations Act , as disclosed in its accounts or otherwise, states that it is unable to pay its debts or it is presumed to be insolvent under any applicable law; or

h it stops or suspends:

- the payment of all or a class of its debts; or
- the conduct of all or a substantial part of its business; or

i any other event happens under any law (including the laws of another jurisdiction) that has the same effect, or a substantially similar effect, as any of the events specified in the preceding paragraphs.

‘**Interest Rate**’ means the Commonwealth Bank of Australia corporate overdraft reference rate, as varied from time to time.

‘**Maximum Daily Quantity**’ or ‘**MDQ**’, in relation to a User DP, means the maximum Quantity of Gas which Multinet agrees to deliver through that DP during any Network Day, as specified in, or determined in accordance with, the Specific Terms and Conditions and the General Terms and Conditions, or another agreement between the Network User and Multinet or, if not agreed, as determined in accordance with Section 6.1 of this Access Arrangement.

‘**Maximum Hourly Quantity**’ or ‘**MHQ**’, in relation to a User DP, means the maximum Quantity of Gas (in GJ) which Multinet is obliged to transport and deliver to a particular Delivery Point in any hour, as determined in accordance with Section 2.3.2 of this Access Arrangement.

‘**Meter and Gas Installation Test**’ has the meaning given to it in Section 2.4 of this Access Arrangement.

'**Meter Reinstallation**' has the meaning given to it in Section 2.4 of this Access Arrangement.

'**Meter Removal**' has the meaning given to it in Section 2.4 of this Access Arrangement.

'**Metering Installation**', in relation to a User DP, means the meter and associated equipment and installations (which may include correctors, regulators, filters, data loggers and telemetry relating to a DP) owned or operated by Multinet at that User DP and, in relation to a User Receipt Point, means the metering installation owned or operated by Multinet at that User Receipt Point or, if Multinet does not own or operate metering installation at that User Receipt Point, the metering installation provided by or on behalf of the User at that Receipt Point.

'**Multinet**' means Multinet Gas (DB No 1) Pty Ltd (ACN 086 026 986) and Multinet Gas (DB No.2) Pty Ltd (ACN 086 230 122) trading as Multinet Gas Distribution Partnership (ABN 53 634 214 009).

'**Negotiated Service**' means a Network Service of the type described in Section 2.5 of this Access Arrangement.

'**NERL**' means the National Energy Retail Law.

'**NERR**' means the National Energy Retail Rules.

'**Net Financing Cost**', in relation to an extension or expansion, means the surplus of the estimated conforming capital expenditure in relation to, and the operating expenditure (complying with Section 91 of the Rules) in respect of, the extension or expansion within the Access Arrangement Period in which the extension or expansion commenced over the present value of the estimated incremental revenue that would be derived directly from the extension or expansion within that period.

'**Network**' means the distribution mains that are the subject of this Access Arrangement from time to time, together with inlets, regulators, Metering Installations, pipes and all ancillary equipment.

'**Network Day**' means a period of 24 consecutive hours that commences at 6:00am Eastern Standard Time.

'**Network Service**' means a Service provided by means of the Network.

'**Network User**' (in an Agreement) means the User that is a party to that Agreement.

'**Network User Policy**' means the policy described in Section 6.4 of this Access Arrangement.

'**non-Residential DP**' or **'Commercial DP'** has the meaning given to it in Section 2.3.1 of this Access Arrangement.

'Peak Period' means the period in a Calendar Year from 1 June to 30 September (inclusive).

'**Post-tax revenue model**' or '**PTRM**' means a set of Microsoft Excel spreadsheets (combined into one file, often referred to as a singular spreadsheet) that perform iterative calculations to derive the X factors for each regulatory year of the AA period from a given set of inputs (in accordance with National Gas Rule and National Gas Law).

'**Planned Interruption**' means an interruption of the supply of Gas to the Network for:

a the planned maintenance, repair or augmentation of the Network, including planned or routine maintenance of metering equipment; or

b the installation of a new connection or a connection alteration.

'**Prospective Network User**' means a person who seeks or who is reasonably likely to seek to enter into a contract for a Network Service and includes a Network User who seeks or may seek to enter into a contract for an additional Network Service.

'**Quantity of Gas**' means the quantity of Gas determined in accordance with the Agreement.

'**Receipt Point**' means a point on the Network at which Gas is, or is to be, received into the Network.

'**Reconnection**', has the meaning given to it in Section 2.4 of this Access Arrangement.

'**Reference Service**' means a Haulage Reference Service or an Ancillary Reference Service.

'**Reference Tariff**' means the tariff that relates to a Haulage Reference Service or an Ancillary Reference Service.

'**Reference Tariff Control Formula**' means a formula set out in Annexure D to this Access Arrangement.

'**Regulator**' see 'AER'.

Regulatory Year means a consecutive 12 month period for which the AER has made a discreet tariff determination (which could be a Calendar Year or a Financial Year).

'**Related Haulage Agreement**' (in an Agreement between Multinet and a Network User) means any other agreement between Multinet and that Network User under which Multinet delivers, or is to deliver, Gas to or for the account of that Network User.

'**Relevant Tax**' means any royalty, duty, excise, tax, impost, levy, fee or charge (including, but without limitation, any goods and services tax) imposed by the Commonwealth of Australia, any State or Territory of Australia, any local government or statutory authority or any other body (authorised by law to impose such an impost, tax or charge) on or in respect of the Network (or any part of it) or on or in respect of the operation, repair, maintenance, administration or management of the Network (or any part of it) or on or in respect of the provision of any Network Service (other than:

a. income tax and capital gains tax;
b. stamp duty, financial institutions duty and bank accounts debits tax;
c. penalties, charges, fees and interest on late payments, or deficiencies in payments, relating to any tax; or
d. any tax that replaces or is the equivalent of or similar to any of the taxes referred to in paragraphs (a) or (b) (including any State equivalent tax)).

'**Residential DP**' has the meaning given to it in Section 2.3.1 of this Access Arrangement.

'**Retail Market Procedures**' means the retail market procedures which have been made or are made from time to time under Section 91M of the National Gas Law and which apply to, or in relation to, the Network.

'**Rules**' means the National Gas Rules under the National Gas Law.

'**Service Abolishment – Residential**' has the meaning given to it in Section 2.4 of this Access Arrangement.

'**Seventh Access Arrangement Period**' means the period from 1 July 2028 to 30 June 2033.

'**Shared Customer**' means any person from time to time who has, or has had, a contract or other arrangement with a Network User to purchase Gas delivered through a User DP and any person from time to time who is or has been liable to pay for that Gas under the NERL. In this definition, a reference to a contract or other arrangement with a Network User includes a reference to a deemed contract or arrangement that came into operation, or comes into operation, under the NERL.

'**Sixth Access Arrangement Period**' means the period from 1 July 2023 to 30 June 2028.

'**Special Meter Read**' has the meaning given to it in Section 2.4 of this Access Arrangement.

'**Specific Terms and Conditions**' means the specific terms and conditions as described in Section 6.1 (and, in relation to an Agreement between Multinet and a Network User, means the Specific Terms and Conditions which form part of that Agreement).

'**Standard Conditions**' means a temperature of 15 degrees Celsius and an absolute pressure of 101.325 kilopascals.

'**Start Date**', in relation to an Agreement, means the date on which Multinet commences, or is to commence, providing Network Services to a Network User pursuant to that Agreement as specified in, or determined in accordance with, the Specific Terms and Conditions.

'**Sub-Network**' means any part of the Network that is physically discrete from the remainder of the Network (in the sense that, having regard to the physical configuration of the Network and the flow of Gas within the Network, it is physically impossible to transport Gas delivered at a User Receipt Point on that part of the Network to DPs on the remainder of the Network).

'**Tariff Schedule**' means the tariff schedule contained in Annexure B to this Access Arrangement or, if MultinetAGN has published a revised tariff schedule, the tariff schedule in effect from time to time.

'**Tariff C non-Residential**' has the meaning given to it in Section 2.3.1.

'**Tariff D**' has the meaning given to it in Section 2.3.2.

''**Tariff L**' has the meaning given to it in Section 2.3.1.

'**Tariff R Residential**' has the meaning given to it in Section 2.3.1.

'**Tariff Zone**' means the areas of the Network as defined by postcode areas set out in the Tariff Postcode Schedule at https://www.multinetgas.com.au/regulatory-information.

'**Term**', in relation to an Agreement, means the period on and from the Start Date of that Agreement up to, and including, the date on which the Agreement terminates in accordance with its terms.

'Terms and Conditions' see **'General Terms and Conditions'**.

'**TJ**' means a terajoule, which is 1000 gigajoules.

'**Unaccounted for Gas**' or '**UAFG**' means the difference between the quantity of gas received into a network and the quantity of Gas delivered out of a network, over a specified period of time.

Unmetered Site has the meaning given to it in Section 2.3.1.

'**Unplanned Interruption**' means an interruption of the supply of gas to the network to carry out unanticipated or unplanned maintenance or repairs in any case where there is an actual or apprehended threat to the safety, reliability or security of the supply of gas through the network, and includes:

a an interruption in circumstances where, in the opinion of Multinet, a customer's installation or the Network poses an immediate threat of injury or material damage to any person, any property or the Network; or

b an interruption in circumstances where:

i there are health or safety reasons warranting an interruption; or

ii an emergency warranting an interruption; or

iii Multinet is required to interrupt supply at the direction of a relevant authority; or

c an interruption to shed demand for Gas because the total demand for Gas at the relevant time exceeds the total supply available; or

d an interruption to restore supply to a Customer.

'**Unplanned SAIDI**' or '**Unplanned System Average Interruption Duration Index'** means the average duration (in minutes) of unplanned service disruption on average across all customers per customer per year.

'**Upstream Operator**' means the operator of a transmission pipeline, a distribution network or another facility through which Gas is delivered to any Receipt Point.

'**User**' means a person who has a current contract for a Network Service or where there has been an arbitration, has an entitlement to a Network Service.

'**User DP**', in relation to an Agreement, means each DP identified as a User DP in or by reference to the Specific Terms and Conditions which form part of that Agreement.

'**User Receipt Point**', in relation to an Agreement, means each Receipt Point identified as a User Receipt Point in or by reference to the Specific Terms and Conditions which form part of that Agreement.

'**Volume DP**' has the meaning given to it in Section 2.3.1 of this Access Arrangement.

'**Volume Haulage Service**' has the meaning given to it in Section 2.3.1 of this Access Arrangement.

'**Volume of Gas**' means volume in Cubic Metres.

'WACC' means the average of the nominal weighted average cost of capital that are applied during each year of the Access Arrangement Period.

'**Year**' means any period of 12 consecutive months.

Annexure A
Multinet's Victorian Distribution Region

Annexure B
Tariff Schedule – 2023/2024

Charges (excluding Goods and Services Tax $nominal)	
Tariff V Residential – Multinet Metro	
Base Charge ($ per day)	0.19735 ~~0.2007~~
Charge for the first 0.05 gigajoules of gas delivered ($ per gigajoule)	9.5923 ~~9.7523~~
Charge for the next 0.05 gigajoules of gas delivered ($ per gigajoule)	6.4104 ~~6.5173~~
Charge for the next 0.05 gigajoules of gas delivered ($ per gigajoule)	3.1079 ~~3.1597~~
Charge for the next 0.10 gigajoules of gas delivered ($ per gigajoule)	1.5904 ~~1.6169~~
Charge for additional gas delivered ($ per gigajoule)	1.1933 ~~1.2132~~

Tariff V Residential – Multinet Yarra Valley Towns	
Base Charge ($ per day)	0.19735 ~~0.2007~~
Charge for the first 0.05 gigajoules of gas delivered ($ per gigajoule)	11.7510 ~~11.9471~~
Charge for the next 0.05 gigajoules of gas delivered ($ per gigajoule)	8.8613 ~~9.0091~~
Charge for the next 0.05 gigajoules of gas delivered ($ per gigajoule)	5.9367 ~~6.0357~~
Charge for the next 0.10 gigajoules of gas delivered ($ per gigajoule)	4.7292 ~~4.8081~~
Charge for additional gas delivered ($ per gigajoule)	4.4244 ~~4.4982~~

Tariff V Residential – Multinet Gippsland Towns	
Base Charge ($ per day)	0.19735 ~~0.2007~~
Charge for the first 0.05 gigajoules of gas delivered ($ per gigajoule)	12.8321 ~~13.0462~~
Charge for the next 0.05 gigajoules of gas delivered ($ per gigajoule)	9.7537 ~~9.9164~~
Charge for the next 0.05 gigajoules of gas delivered ($ per gigajoule)	6.5997 ~~6.7098~~
Charge for the next 0.10 gigajoules of gas delivered ($ per gigajoule)	5.3037 ~~5.3922~~
Charge for additional gas delivered ($ per gigajoule)	4.9678 ~~5.0507~~

Charges (excluding Goods and Services Tax $nominal)	
Tariff V Non-Residential – Multinet Metro	
Base Charge ($ per day)	0.32546 ~~0.3311~~
Charge for the first 0.25 gigajoules of gas delivered ($ per gigajoule)	4.3050 ~~4.3768~~
Charge for the next 0.75 gigajoules of gas delivered ($ per gigajoule)	2.5338 ~~2.5760~~
Charge for the next 0.50 gigajoules of gas delivered ($ per gigajoule)	1.4159 ~~1.4395~~
Charge for the next 3.5 gigajoules of gas delivered ($ per gigajoule)	0.8224 ~~0.8361~~
Charge for additional gas delivered ($ per gigajoule)	0.2583 ~~0.2626~~
Tariff V Non-Residential – Multinet Yarra Valley Towns	
Base Charge ($ per day)	0.323941 ~~0.3295~~
Charge for the first 0.25 gigajoules of gas delivered ($ per gigajoule)	7.6015 ~~7.7283~~
Charge for the next 0.75 gigajoules of gas delivered ($ per gigajoule)	5.8148 ~~5.9118~~
Charge for the next 0.50 gigajoules of gas delivered ($ per gigajoule)	4.6292 ~~4.7064~~
Charge for the next 3.5 gigajoules of gas delivered ($ per gigajoule)	4.1310 ~~4.1999~~
Charge for additional gas delivered ($ per gigajoule)	3.6738 ~~3.7351~~
Tariff V Non-Residential – Multinet Gippsland Towns	
Base Charge ($ per day)	0.32546 ~~0.3311~~
Charge for the first 0.25 gigajoules of gas delivered ($ per gigajoule)	8.3990 ~~8.5391~~
Charge for the next 0.75 gigajoules of gas delivered ($ per gigajoule)	6.4670 ~~6.5749~~
Charge for the next 0.50 gigajoules of gas delivered ($ per gigajoule)	5.1710 ~~5.2573~~
Charge for the next 3.5 gigajoules of gas delivered ($ per gigajoule)	4.6614 ~~4.7392~~
Charge for additional gas delivered ($ per gigajoule)	4.1730 ~~4.2426~~

Tariff D (Demand Haulage Service – Charges excl GST $nominal)

Tariff D – Multinet	Metro	Gippsland Towns
50 gigajoules or less ($ per GJ MHQ)	671.0214 ~~682.2148~~	725.0355 ~~737.1299~~
Additional gigajoules ($ per GJ MHQ)	114.1775 ~~116.0821~~	123.3513 ~~125.4089~~

Tariff L

Tariff L – Multinet Metro	
Volume up to 5 gigajoules ($ per gigajoule)	0.5791 ~~0.5888~~
Additional gigajoules ($ per gigajoule)	0.1413 ~~0.1436~~
Rolling 12-month Maximum MHQ Distribution Demand tariff component ($/MHQ per day)	0.6437 ~~0.6544~~
Peak MHQ Distribution Demand tariff component ($/MHQ per day)	1.9255 ~~1.9576~~

*Closed to new entrants from 1 July 2023

Ancillary Reference Services (excl GST $nominal)

Ancillary Reference Services	Charges excl. GST $nominal
Turn On / Reconnections	$49.17
Meter Investigations	$166.51
Disconnections	$58.33
Special meter reading	$7.47
Meter Removals	$69.68
Meter Reinstallation	~~$124.00~~69.68
Service Abolishment – Residential	$~~950.00~~220.00

This Tariff Schedule is to be read in conjunction with Annexure C to this Access Arrangement (which Annexure is incorporated into, and forms part of, this Tariff Schedule).

Annexure C
Calculation of Charges for Delivery Points

The Distribution Services Charges comprise the charges payable by the Network User under the Agreement between the Network User and Multinet and any other charges that are "distribution services charges" within the meaning of the National Gas Rules.

The charges payable by the Network User under the Agreement comprise Haulage Service Charges and Ancillary Reference Charges. The Haulage Services Charges comprise charges for Volume DPs and charges for Demand DPs.

This Annexure describes how the Distribution Services Charges are calculated.

Haulage Services Charges for Volume DPs that are not assigned to Tariff L

1 For a single Volume DP (not assigned to Tariff L), the Haulage Services Charge comprises:

  a the base charge ($/day) shown in the Tariff Schedule as applicable to that Volume DP ("**the relevant base charge**"), depending on whether that Volume DP is a Residential DP or a Non-Residential DP (whichever is applicable);

  b a variable component (expressed in $/GJ) calculated using the tariff that is shown in the Tariff Schedule, under the heading "Tariff – Volume Haulage Services", as applicable to that Volume DP, depending on whether that Volume DP is a Residential DP (Tariff R) or a Non-Residential DP (Tariff C)(whichever is applicable)("**the relevant tariff**").

  The base charge constitutes the fixed component of the Haulage Service Charge. If a site is an Unmetered Site, the Haulage Services Charge for that Unmetered Site will only comprise the base charge applicable to an Unmetered Site.

Whenever Multinet provides the Network User with a statement of charges in respect of a Billing Period ("**the relevant Billing Period**"), the statement of charges will include the Haulage Services Charges for every Volume DP:

  c at which the meter was read (or was scheduled to be read) during the relevant Billing Period; and

  d for which the Network User is or was registered as the FRO under the Retail Market Procedures when the meter was read (or scheduled to be read) during the relevant Billing Period.

For any given Volume DP (not assigned to Tariff L), the fixed component to be included in the statement of charges in respect of that DP will be calculated by multiplying the relevant base charge (as shown in the Tariff Schedule) by the number of days in the period:

  e from (but excluding) the date on which the meter was last read (or scheduled to have been read) in the previous Billing Period for which charges for that DP were included in the statement of charges ("**the relevant preceding Billing Period**")(or, in the case of a new DP, where there is no prior meter reading, the date on which the meter was installed at that DP);

  f to (and including) the date, during the relevant Billing Period, on which meter was read (or was scheduled to have been read) provided that, if a DP has been disconnected by Multinet, exclude any days in the period on and from the date on which the DP was disconnected up to (but excluding) the date on which the DP is reconnected (including, but without limitation, reconnection pursuant to a service order or request issued by Multinet on behalf of the Network User pursuant to clause 18.2 or clause 18.3 of the General Terms and Conditions).

For any given Volume DP (not assigned to Tariff L), the variable component to be included in the statement of charges in respect of that DP will be calculated by applying the relevant tariff shown in the Tariff Schedule to the Quantity of Gas delivered (or, where applicable, estimated to have been delivered) through that Volume DP in the period ("**the relevant period**") between:

g the meter reading undertaken during the relevant Billing Period ("**the most recent meter reading**") (or, if no reading was taken, the date on which the meter was scheduled to be read during the relevant Billing Period ("**the most recent scheduled reading date**")); and

h the last reading of the meter at that DP during the relevant preceding Billing Period ("**the preceding meter reading**") (or, if no reading was taken during the relevant preceding Billing Period, the date on which the meter was scheduled to have been read during the relevant preceding Billing Period ("**the preceding scheduled reading date**") or, in the case of a new DP, where there is no prior meter reading, in the period since the date on which the meter was installed at that DP).

For the purposes of paragraph 4:

i where the meter was read during the relevant Billing Period and during the relevant preceding Billing Period (so there are two actual meter reads), the Quantity of Gas delivered will be determined by subtracting the Quantity of Gas shown by the meter read to have been delivered as at the preceding meter reading from the Quantity of Gas shown by the meter read to have been delivered as at the most recent meter reading;

j where the meter was not actually read during the relevant Billing Period but was read during a relevant earlier Billing Period, the Quantity of Gas delivered will be the Quantity of Gas estimated by Multinet to have been delivered in the relevant period;

k where the meter was read during the relevant Billing Period but not during the relevant preceding Billing Period, the Quantity of Gas delivered will be determined by subtracting the Quantity of Gas estimated by Multinet to have been delivered as at preceding scheduled reading date from the Quantity of Gas shown by the meter read to have been delivered as at the most recent meter reading; and

l in the case of a new DP, where there is no prior meter reading, the Quantity of Gas will be Quantity of Gas shown by the meter read to have been delivered as at the most recent meter reading or, if no reading was taken on the date on which the meter was scheduled to have been read during the relevant Billing Period, the Quantity of Gas estimated by Multinet to have been delivered during the relevant period.

Whenever Multinet has to determine or estimate a Quantity of Gas for the purposes of paragraph 5, that determination or estimate will be made:

m in the manner required by law;

n (to the extent permitted by law) in the manner required by any relevant rules or agreements that bind Multinet and the Network User; and

- o (to the extent not otherwise required by paragraphs 5(a) and 5(b)) on a reasonable basis as determined by Multinet.

Haulage Services Charges for Volume DPs that are assigned to Tariff L

1 For a single Volume DP that is assigned to Tariff L, the Haulage Services Charge comprises two variable components:

   a first, a component known as the "Distribution Volume Tariff Component" ("**the Volume Component**") which is calculated using the tariff shown for that component in the Tariff Schedule under the heading "Tariff L", based on the Quantity of Gas delivered (or, where applicable, estimated to have been delivered) through that Volume DP in the relevant period (as defined in paragraph 4 above) ("**the relevant period**"); and

   b Second, a component known as the "Distribution Demand Tariff Component" ("**the Demand Component**") which is calculated using the formula in paragraph 3 below.

2 In the case of the Volume Component, the Quantity of Gas delivered (or estimated to have been delivered) through a Volume DP in the relevant period will be determined in accordance with paragraphs 4, 5 and 6 above, in the same manner as for other Volume DPs.

3 The Demand Component will be calculated using the following formula, namely:

$$\mathbf{DC = (RMD \times DAYS \times UR) + (PD \times PDAYS \times VR)}$$

where:

DC is the Demand Component for a billing period;

RMD is the greatest Quantity of Gas (in GJ) that was withdrawn at that the relevant Tariff L Delivery Point in any period of 60 minutes during the 12 months to the end of the billing period;

DAYS is the number of days in the billing period (not including days within the Peak Period);

UR is the Rolling 12 month Maximum MHQ Distribution Demand Tariff Component shown in the Tariff Schedule (expressed in $/GJ of MHQ per day);

PD is the greatest Quantity of Gas (in GJ) that was withdrawn at that the relevant Tariff L Delivery Point in any period of 60 minutes during the period 6 am to 10 am on any weekday within the Peak Period that coincides with the billing period;

PDAYS is the number of days in the billing period that fall within the Peak Period; and

VR is the Peak MHQ Distribution Demand Tariff Component (expressed in $/MHQ per day).

4 Whenever Multinet provides the Network User with a statement of charges in respect of a Billing Period ("**the relevant Billing Period**"), the statement of charges will include the Haulage Services Charges for every Volume DP that has been assigned Tariff L and:

   a at which the meter was read (or was scheduled to be read) during the relevant Billing Period; and b for which the Network User is or was registered as the FRO under the Retail Market Procedures when the meter was read (or scheduled to be read) during the relevant Billing Period.

Haulage Service Charges for Demand DPs

1 The Haulage Services Charge for a single Demand DP comprises a variable component (expressed in $/GJ) calculated in accordance with the formula given in paragraph 3 below. The minimum chargeable demand is 1.15GJ MHQ.

2 Whenever Multinet provides the Network User with a statement of charges in respect of a Billing Period ("**the relevant Billing Period**"), the statement of charges will include the Haulage Services Charges:

a for every Demand DP for which the Network User is registered as the FRO as at the end of that Billing Period; and

b also, for each other Demand DP for which the Network User was registered as the FRO as at the beginning of that Billing Period (unless another person is registered as the FRO for that Demand DP as at the end of that billing period).

3 For any given Demand DP, the variable component to be included in the statement of charges in respect of that DP will be calculated in accordance with the following formula:

$$\mathbf{MC} = \frac{\mathbf{EAC - CBTD}}{\mathbf{RBP}}$$

where:

MC is the charge for that Demand DP in respect of the relevant Billing Period (in Financial Year_t);

EAC is the Estimated Annual Charge, as calculated in accordance with paragraph 7 below, on the basis of EAD for that Demand DP in respect of the relevant Billing Period (where EAD has the meaning given in paragraph 4 or 5 below, whichever applies to the relevant Billing Period);

CBTD is the sum of the charges in respect of that Demand DP for all prior Billing Periods (if any) in Financial Year_t; and

RBP is the number of Billing Periods remaining in Financial Year_t (including the relevant Billing Period), as set out below:

Month	RBP
July	12
August	11
September	10
October	9
November	8

December	7
January	6
February	5
March	4
April	3
May	2
June	1

4 For the purposes of paragraph 3, if the relevant Billing Period is July or March (or any calendar month in between), **EAD** (in relation to any given Demand DP) means the highest one of the following, namely:

a the Annual MHQ for that Demand DP in the period from the beginning of Financial Year_t; to the end of the relevant Billing Period, or if data for the Annual MHQ is not available to the end of the relevant Billing Period, then the Annual MHQ to the end of the most recent Billing Period in that Financial Year for which that data is available;

b the Annual MHQ for that Demand DP for Financial Year_{t-1} (that is, the previous Financial Year);

c a Quantity agreed between Multinet and the Network User in relation to that Demand DP; and

d (unless a Quantity has been agreed pursuant to paragraph 4(c)), in the case of any Demand DP which was connected to the Network during Financial Year_t, the highest Quantity of Gas (in GJ) which Multinet reasonably expects will be withdrawn at that Demand DP in any period of 60 minutes during the Financial Year_t. (if that amount is higher than the Quantity specified in paragraph 4(a)).

5 For the purposes of paragraph 3, if the relevant Billing Period is April, May or June, **EAD** (in relation to any given Demand DP) means the actual Annual MHQ for that Demand DP in the period from the beginning of Financial Year_t to the end of the relevant Billing Period, or if data for the Annual MHQ is not available to the end of the relevant Billing Period, then the Annual MHQ to the end of the most recent Billing Period in that Financial Year for which that data is available.

6 In paragraphs 4 and 5, **Annual MHQ** (in relation to any given Demand DP) means the greatest Quantity of Gas (in GJ) that was withdrawn at that Demand DP in any period of 60 minutes during the relevant period.

7 Once EAD has been calculated in respect of a given Demand DP for a given Billing Period, then Multinet will calculate the Estimated Annual Charge for that Demand DP (in respect of that Billing Period) by applying the tariff shown in the Tariff Schedule, under the heading "Tariff D – Demand Haulage Service".

Ancillary Services Charges

The Ancillary Reference Charges are calculated at the rate shown in the Tariff Schedule. The Ancillary Service Charges to be included in the statement of charges for a given Billing Period are the Ancillary Service Charges for each Ancillary Service where the service request was completed during that Billing Period in respect of any User DP.

Other Distribution Services Charges

Other Distribution Service Charges are calculated in accordance with the relevant Customer Connection Contract under which those Distribution Service Charges are imposed. The Distribution Service Charges to be included in the statement of charges for a given Billing Period are those Distribution Service Charges, which have accrued during the Billing Period, in respect of Shared Customers.

Annexure D
Reference Tariff Control Formulae

Any proposed variations to the Haulage Reference Tariffs pursuant to Section 4.6.1 of this Access Arrangement must comply with the formulae set out in this Annexure.

Multinet Box 1: Formula 1 - Tariff Control Formula

The following formula applies to Tariffs V, L and D:

$$(1+\Delta CPI_t)(1-X_t)(1+PT_t)(1+C_t)(1+A_t) \geq \frac{\sum_{i=1}^{n}\sum_{j=1}^{m} p_t^{ij}\, q_{t-2}^{ij}}{\sum_{i=1}^{n}\sum_{j=1}^{m} p_{t-1}^{ij}\, q_{t-2}^{ij}}$$

where:

ΔCPI_t is the annual percentage change in the ABS CPI All Groups, Weighted Average of Eight Capital Cities from the December quarter in year t-2 to the December quarter in year t-1, calculated using the following method:

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year $t-1$

divided by

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year $t-2$

minus one;

If the ABS does not, or ceases to, publish the index, then CPI will mean an index which the AER considers is the best available alternative index.

t is the year for which tariffs are being set;

X_t is the X factor for each financial year of the 2023/24-27/28 Access Arrangement Period as determined in the PTRM as approved in the AER's final decision, and annually revised for the return on debt update calculated for the relevant year during the Access Arrangement Period in accordance with that approved in the AER's final decision;

PT_t is the cost pass through factor for year t calculated as outlined in the Access Arrangement;

C_t is the Safeguard Mechanism adjustment for year t calculated as outlined in the Access Arrangement;

n is the number of different Reference Tariffs;

m is the different components, elements or variables ("components") comprised within a Reference Tariff;

p_t^{ij} is the proposed component j of Reference Tariff i in financial Year t;

p_{t-1}^{ij} is the prevailing component j of Reference Tariff i in financial Year $t-1$;

q_{t-2}^{ij} is the verified annual quantity of component of Reference Tariff i sold in financial Year $t-2$ (expressed in the units in which that component is expressed (e.g., GJ)); and

A_t is the Abolishment True-up adjustment to the Distribution price control in Regulatory Year t as determined below.

~~The following formula applies separately to each of Tariff R, C and D:~~

$$(1+\Delta CPI_t)(1-X_t)(1+PT_t)(1+C_t)\geq\frac{\sum_{i=1}^{n}\sum_{j=1}^{m}p_t^{ij}q_{t-2}^{ij}}{\sum_{i=1}^{n}\sum_{j=1}^{m}p_{t-1}^{ij}q_{t-2}^{ij}}$$

~~where:~~

ΔCPI_t ~~is the annual percentage change in the ABS CPI All Groups, Weighted Average of Eight Capital Cities from the December quarter in year *t-2* to the December quarter in year *t-1*, calculated using the following method:~~

> ~~The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year *t-1*~~
>
> ~~divided by~~
>
> ~~The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year *t-2*~~
>
> ~~minus one.~~

~~If the ABS does not, or ceases to, publish the index, then CPI will mean an index which the AER considers is the best available alternative index.~~

t ~~is the year for which tariffs are being set;~~

X_t ~~is the X factor for each financial year of the 2023/24-2027/28 Access Arrangement Period as determined in the PTRM as approved in the AER's final decision, and annually revised for the return on debt update calculated for the relevant year during the Access Arrangement Period in accordance with that approved in the AER's final decision;~~

PT_t ~~is the cost pass through factor for year t calculated as outlined in Box 2;~~

C_t ~~is the Safeguard Mechanism adjustment for year t calculated as outlined in Box 5.~~

n ~~is the number of different Reference Tariffs;~~

m ~~is the different components, elements or variables ("components") comprised within a Reference Tariff;~~

p_t^{ij} ~~is the proposed component~~ j ~~of Reference Tariff *i* in Financial year *t*;~~

p_{t-1}^{ij} ~~is the prevailing component~~ j ~~of Reference Tariff *i* in Financial year *t-1*; and~~

q_{t-2}^{ij} ~~is the verified annual quantity of component of Reference Tariff *i* sold in Financial year t–2 (expressed in the units in which that component is expressed (e.g., GJ))~~

Multinet Box 2: Formula 2 – Pass through Factor Formula

$$PT_t = \frac{(1+PT'_t)}{(1+PT'_{t-1})} - 1$$

where:

t is the year for which tariffs are being set;

PT'_{t-1} is:

a) zero when financial year *t–1* refers to year 2023/24;

b) the value of PT'_t determined in the year *t-1* for all other years in the Access Arrangement Period.

and

$$PT'_t = \frac{AP_t}{(1+\Delta CPI_t)(1-X_t)\sum_{i=1}^{n}\sum_{j=1}^{m} p_{t-1}^{ij} q_{t-2}^{ij}}$$

AP_t is:

a) any determined pass through amount that the AER approves in whole or part in year *t*; and/or

b) any pass through amounts arising from pass through events (as that term is defined in the Access Arrangement applying to MGN in the immediately prior Access Arrangement Period) occurring in the immediately prior Access Arrangement Period that MGN proposed to pass through in whole or in part in year *t*,

that includes an amount to reflect the time value of money between incurring the costs and recovering the costs, and excludes any amounts already passed through in reference tariffs:

ΔCPI_t is the annual percentage change in the ABS CPI All Groups, Weighted Average of Eight Capital Cities from the December quarter in year *t-2* to the December quarter in year *t-1*, calculated using the following method:

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year *t-1*

divided by

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year *t-2*

minus one;

If the ABS does not, or ceases to, publish the index, then CPI will mean an index which the AER considers is the best available alternative index.

X_t is the X factor for each financial year of the 2023/24 - 2027/28 Access Arrangement Period as determined in the PTRM as approved in the AER's final decision, and annually revised for the return on debt update calculated for the relevant financial year during the Access Arrangement period in accordance with that approved in the AER's final decision;

p_{t-1}^{ij}	is the prevailing component *j* of reference tariff *i* in year *t–1*; and
q_{t-2}^{ij}	is the audited annual quantity of component *j* of reference tariff *i* sold in year *t–2* (expressed in the units in which that component is expressed (e.g. GJ)).

Multinet Box 3: Formula 3 - Rebalancing Control Formula

The following formula applies separately to each Tariff Class:

$$(1 + \Delta CPI_t)(1 - X_t)(1 + PT_t)(1 + C_t)(1 + 0.02) \geq \frac{\sum_{i=1}^{n}\sum_{j=1}^{m} p_t^{ij} q_{t-2}^{ij}}{\sum_{i=1}^{n}\sum_{j=1}^{m} p_{t-1}^{ij} q_{t-2}^{ij}}$$

where:

ΔCPI_t is the annual percentage change in the ABS CPI All Groups, Weighted Average of Eight Capital Cities from the December quarter in year *t-2* to the December quarter in year *t-1*, calculated using the following method:

> The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year *t-1*
>
> divided by
>
> The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year *t-2*
>
> minus one;

If the ABS does not, or ceases to, publish the index, then CPI will mean an index which the AER considers is the best available alternative index.

t is the year for which tariffs are being set;

X_t is the X factor for each financial year of the 2023/24-2027/28 Access Arrangement period as determined in the PTRM as approved in the AER's final decision, and annually revised for the return on debt update calculated for the relevant financial year during the Access Arrangement period in accordance with that approved in the AER's final decision;

PT_t is the cost pass through factor for year *t* calculated as outlined in Box 2;

C_t is the Safeguard Mechanism adjustment for year t calculated as outlined in Box 5.

n is the number of different reference tariffs;

m is the different components, elements or variables ("components") comprised within a reference tariff;

p_t^{ij} is the proposed component j of reference tariff *i* in year *t*;

p_{t-1}^{ij} is the prevailing component j of reference tariff *i* in year *t–1*;

q_{t-2}^{ij} is the audited annual quantity of component j of reference tariff *i* that was sold in year *t–2* (expressed in the units in which that component is expressed (e.g., GJ)).

Multinet Box 4: Formula 4 – Annual Update of Return on Debt Formula

The annual update of the return on debt component of the rate of return in each regulatory year, starting from 1 July 2023/24, of the Access Arrangement Period is to be calculated as follows:

For regulatory year 2023/24:	$kd_{2023/24} = (0.45 \times R_{2018}) + (0.1 \times R_{2019}) + (0.1 \times R_{2020}) + (0.1 \times R_{2021}) + (0.1 \times R_{2022}) + (0.05 \times R_{HY2023}) + (0.1 \times R_{2023/24})$
For regulatory year 2024/25:	$kd_{2023/24} = (0.35 \times R_{2018}) + (0.1 \times R_{2019}) + (0.1 \times R_{2020}) + (0.1 \times R_{2021}) + (0.1 \times R_{2022}) + (0.05 \times R_{HY2023}) + (0.1 \times R_{2023/24}) + (0.1 \times R_{2024/25})$
For regulatory year 2025/26:	$kd_{2023/24} = (0.25 \times R_{2018}) + (0.1 \times R_{2019}) + (0.1 \times R_{2020}) + (0.1 \times R_{2021}) + (0.1 \times R_{2022}) + (0.05 \times R_{HY2023}) + (0.1 \times R_{2023/24}) + (0.1 \times R_{2024/25}) + (0.1 \times R_{2025/26})$
For regulatory year 2026/27:	$kd_{2023/24} = (0.15 \times R_{2018}) + (0.1 \times R_{2019}) + (0.1 \times R_{2020}) + (0.1 \times R_{2021}) + (0.1 \times R_{2022}) + (0.05 \times R_{HY2023}) + (0.1 \times R_{2023/24}) + (0.1 \times R_{2024/25}) + (0.1 \times R_{2025/26}) + (0.1 \times R_{2026/27})$
For regulatory year 2027/28:	$kd_{2023/24} = (0.05 \times R_{2018}) + (0.1 \times R_{2019}) + (0.1 \times R_{2020}) + (0.1 \times R_{2021}) + (0.1 \times R_{2022}) + (0.05 \times R_{HY2023}) + (0.1 \times R_{2023/24}) + (0.1 \times R_{2024/25}) + (0.1 \times R_{2025/26}) + (0.1 \times R_{2026/27}) + (0.1 \times R_{2027/28})$

where:

kd_t is the annual return on debt for regulatory year *t* of this Access Arrangement Period; and

R_t is the annual return on debt observation for each regulatory year *t* of this Access Arrangement Period calculated in accordance with the on-the-day return on debt calculation set out in the Rate of Return Instrument.

<u>Calculation of the annual return on debt observation</u>

The return on debt observation for each financial year will be calculated by automatic application of the following formula. This requires three stages:

a) calculation of the adjusted RBA estimate;
b) calculation of the adjusted BVAL estimate;
c) calculation of the final estimate—where the AER combines its implementations of the RBA estimate and the BVAL estimate;

These formula steps relate to the approach specified in the AER's Final Decision. In the event that data availability changes during the Access Arrangement Period, the formulas below will change to reflect the contingencies set out in the AER's Final Decision.

<u>Calculation of the adjusted RBA estimate</u>

To calculate the adjusted RBA estimate:

1) Download RBA table F3—'Aggregate measures of Australian corporate bond yields' from the RBA website.
2) From this file, download the 7 and 10 year 'Non-financial corporate BBB-rated bonds—Yield' entries for dates:
    a) from the most recent published RBA date prior to the commencement of the nominated averaging period for debt
    b) to the first published RBA date following the conclusion of the nominated averaging period for debt
    c) all published dates between a. and b.
3) Download, from RBA table F16—'Indicative Mid Rates of Australian Government Securities', daily yields on CGSs for dates within the Service Provider's averaging period.

4) Linearly interpolate between the two nearest bonds straddling 7 years remaining term to maturity, and the two nearest CGS bonds straddling 10 years remaining term to maturity. This should be done using the following formula:

$\text{yield}_{\text{interpolated}} = \text{yield}_{\text{lower straddle bond}} + (\text{yield}_{\text{upper straddle bond}} - \text{yield}_{\text{lower straddle bond}}) * (\text{date}_{\text{10 years from interpolation date}} - \text{maturity date}_{\text{lower straddle bond}}) / (\text{maturity date}_{\text{upper straddle bond}} - \text{maturity date}_{\text{lower straddle bond}})$.

5) Linearly extrapolate the published RBA 10 year yield (from step 2) from its published effective term to an effective term of 10 years using the formula below:

$\text{yield}_{10} = \text{yield}_{\text{10 year published}} + [(\text{spread-to-swap}_{\text{10 year published}} - \text{spread-to-swap}_{\text{7 year published}})/(\text{effective term}_{\text{10 year published}} - \text{effective term}_{\text{7 year published}})] * (10 - \text{effective term}_{\text{10 year published}})$.

6) Linearly extrapolate the published RBA 7 year yield (from step 2) from its published effective term to an effective term of 7 years using the formula below:

$\text{yield}_{7} = \text{yield}_{\text{7 year published}} + [(\text{spread-to-swap}_{\text{10 year published}} - \text{spread-to-swap}_{\text{7 year published}})/(\text{effective term}_{\text{10 year published}} - \text{effective term}_{\text{7 year published}})] * (7 - \text{effective term}_{\text{7 year published}})$.

7) Subtract from the extrapolated 10 year RBA yield on each publication date the interpolated CGS yield on that date. For the 10 year term, use the RBA series as adjusted in step 5. These are the adjusted RBA 10 year spreads.

8) Obtain daily RBA spread estimates by linear interpolation of the adjusted RBA spreads (from steps 5 and 6) for both 7 and 10 year terms between the published dates identified in step 2. Use the adjusted RBA spread estimates as calculated in step 6. This should be done using the following formula:

$\text{spread}_{\text{interpolated}} = \text{spread}_{\text{first straddling publication date}} + (\text{date}_{\text{interpolation}} - \text{date}_{\text{first straddling publication date}}) * (\text{spread second straddling}_{\text{publication date}} - \text{spread}_{\text{first straddling publication date}}) / (\text{date}_{\text{second straddling publication date}} - \text{date}_{\text{first straddling publication date}})$

Note: If the annual return on debt estimate must be finalised before a final published RBA month-end estimate is available, hold the last observed RBA spread constant to the end of the averaging period.

9) Add to these daily spreads (from step 8), daily interpolated estimates of the CGS (from step 4) for all business days in the service providers averaging period. Specifically:

a) add the 7 year interpolated CGS estimates to the 7 year interpolated RBA spreads. These are the interpolated RBA daily 7-year yield estimates.

b) add the 10 year interpolated CGS estimate to the 10 year interpolated RBA spread. These are the interpolated RBA daily 10-year yield estimates.

10) Convert the interpolated daily yield estimates (from step 9) to effective annual rates, using the formula:

effective annual rate = ((1 + yield / 200)2 - 1)*100

11) Average the yield estimate for the 10 year RBA yield estimate over all business days in the service provider's averaging period. This is our adjusted RBA estimate.

Calculation of the adjusted BVAL estimate

To calculate the adjusted BVAL estimate:

12) For dates after 14 April 2015, download the 10 year Corporate BBB rated Australian BVAL curve (BVCSAB10). For dates before 14 April 2015, download from Bloomberg the 7 year Corporate BBB rated Australian BVAL curve (BVCSAB07 index) for all business days in the service provider's averaging period.

13) For dates before 14 April 2015, add to the 7 year yield the difference between the 7 and 10 year daily RBA adjusted yields (as calculated in step 8) of the RBA process). This is the extrapolated daily estimate of the BVAL 10 year yield.

14) For all dates, convert the 10 year yields into effective annual rates, using the formula:

effective annual rate = ((1 + yield / 200)2- 1)*100

15) Average the extrapolated daily estimates of the BVAL 10 year yield over all business days in the service provider's averaging period. This is our adjusted BVAL estimate.

Final estimate

16) Take the simple average of the adjusted RBA estimate (from step 11 in the RBA data section) and the adjusted BVAL estimate (from step 15 in the BVAL data section). This is the annual estimate of the return on debt.

17) A business day means a day other than a Saturday, Sunday or a day recognised as a national public holiday or a public holiday in Victorian or New South Wales.

Annual return on debt observation where relevant data not available

For any regulatory year of this Access Arrangement Period, with the exception of the regulatory year 2023/24, for which an annual return on debt observation cannot be calculated in accordance the formula above, due to changes in data availability, adjust the approach in accordance with the contingencies set out in the AER's final decision for MGN.

Averaging periods

The averaging periods specified in the AER's Final Decision must be used for the purposes of calculating the annual return on debt observation for each regulatory year of this Access Arrangement Period.

Notification and AER determination of the annual return on debt observation

In the 'PTRM input' sheet of MGN's final decision PTRM, update the relevant cell to reflect the updated return on debt estimate (kd_t). This is:

a) $Kd_{2023/24}$: Cell G388
b) $Kd_{2024/25}$: Cell H388
c) $Kd_{2025/26}$: Cell I388
d) $Kd_{2026/27}$: Cell J388
e) $Kd_{2027/28}$: Cell K388

On the 'X factors' sheet of the final decision PTRM, update the relevant X factor as follows:

a) $Kd_{2024/25}$: 'Set X2 (price cap)'
b) $Kd_{2025/26}$: 'Set X3 (price cap)'
c) $Kd_{2026/27}$: 'Set X4 (price cap)'
d) $Kd_{202\cancel{6}7/28\cancel{7}}$: 'Set X5 (price cap)'
~~a) $Kd_{2023/24}$: 'Set X2 (price cap)'~~
~~b) $Kd_{2024/25}$: 'Set X3 (price cap)'~~
~~c) $Kd_{2025/26}$: 'Set X4 (price cap)'~~
~~d) $Kd_{2026/27}$: 'Set X5 (price cap)'~~

The AER will notify MGN of the updated Return on Debt and X factor within 15 business days after the end of MGN's averaging period.

Multinet Box 5: Formula 5 – Safeguard Mechanism Formula

The Safeguard Mechanism Factor is:

C_t is the Safeguard Mechanism adjustment to the Distribution price control in Regulatory Year t for the Service Provider as determined below. For the purpose of this formula the Safeguard amount includes all eligible costs incurred in meeting Safeguard Mechanism obligations under the *National Greenhouse and Energy Reporting Act 2007*.

Calculation of the Safeguard Mechanism factor:

The Safeguard Mechanism Factor C_t, for the Service Provider is:

$$C_t = \frac{(1 + C'_t)}{(1 + C'_{t-1})} - 1$$

where:

If *financial year* t is any year in the AA period

$$C'_t = \frac{cf_{t-1}(1 + realWACC_t)(1 + \Delta CPI_t) + \Delta cf_{t-2}(1 + realWACC_{t-1})(1 + realWACC_t)(1 + \Delta CPI_{t-1})(1 + \Delta CPI_t)}{(1 + \Delta CPI_t)(1 - X_t)(1 + PT_t)(1 + A_t)\sum_{i=1}^{n}\sum_{j=1}^{m} p_{t-1}^{ij}\, q_{t-2}^{ij}}$$

C'_{t-1} if financial year t is the financial year ending 30 June 2024, the value is zero; and

if financial year t is after the financial year ending 30 June 2024, C'_{t-1} is the value of the C_t determined in financial year $t-1$.

cf_{t-1} is the estimate of the Safeguard mechanism costs incurred by the Service Provider for the financial year ending June of the financial year $t-1$.

Δcf_{t-2} is the actual Safeguard mechanism cost for regulatory year $t-2$ less the estimated Safeguard mechanism cost for financial year $t-2$. For the avoidance of doubt, the estimated Safeguard mechanism cost for financial year $t-2$ is the same as cf_{t-1} determined for financial year $t-1$

$realWACC_t$ is the real vanilla weighted average cost of capital as set out in this final decision and updated annually within the PTRM for financial year t

$realWACC_{t-1}$ is the real vanilla weighted average cost of capital as set out in this final decision and updated annually within the PTRM for financial year $t-1$

ΔCPI_t is the annual percentage change in the ABS CPI All Groups, Weighted Average of Eight Capital Cities from the December quarter in year $t-2$ to the December quarter in year t-1, calculated using the following method:

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year $t-1$

divided by

The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year $t-2$

minus one;

If the ABS does not, or ceases to, publish the index, then CPI will mean an index which the AER considers is the best available alternative index.

ΔCPI_{t-1} is the annual percentage change in CPI determined for year t-1;

t is the year for which tariffs are being set;

X_t is the X factor for each financial year of the 2023/24-2027/28 Access Arrangement period as determined in the PTRM as approved in the AER's final decision, and annually revised for the return on debt update calculated for the relevant financial year during the Access Arrangement period in accordance with that approved in the AER's final decision;

PT_t is the cost pass through factor for year t calculated as outlined in the Access Arrangement;

n is the number of different reference tariffs;

m is the different components, elements or variables ("components") comprised within a reference tariff;

p_t^{ij} is the proposed component j of reference tariff i in year t;

p_{t-1}^{ij} is the prevailing component j of reference tariff i in year $t-1$;

q_{t-2}^{ij} is the audited annual quantity of component j of reference tariff i that was sold in year $t-2$ (expressed in the units in which that component is expressed (e.g., GJ));

A_t is defined below.

Eligible costs are the costs of any relevant certificates / permits / credits (including but not limited to Australian carbon credit units (ACCUs)). This would also include costs associated with the acquisition of certificates, such as brokerage fees, transaction fees and the engagement of resources (whether internal or external) to manage compliance and acquire and surrender any certificates. This includes administrative costs but excludes penalties or any costs associated with penalties.

~~*Eligible costs* are the costs of any relevant certificates / permits / credits (including but not limited to Australian carbon credit units (ACCUs)). This would also include costs associated with the acquisition of certificates, such as brokerage fees, transaction fees and the engagement of resources (whether internal or external) to manage compliance and acquire and surrender any certificates. This includes administrative costs but excludes penalties or any costs associated with penalties.~~~~**The Safeguard Mechanism Factor is**~~:

~~C_t is the Safeguard Mechanism adjustment to the Distribution price control in Regulatory Year t for the Service Provider as determined below. For the purpose of this formula the Safeguard amount includes all costs incurred in meeting the Safeguard mechanisms set out in the *National Greenhouse and Energy Reporting Act 2007*.~~

~~**Calculation of the Safeguard Mechanism factor:**~~

~~The Safeguard Mechanism Factor C_t, for the Service Provider is:~~

$$\cancel{C_t = \frac{(1 + C_t^{\prime})}{(1 + C_{t-1}^{\prime})} - 1}$$

~~where:~~

~~If *financial year t* is 2023/24~~

$$C_t^t = \frac{cf_{t-1}(1+realWACC_t)^{\frac{3}{2}}(1+\Delta CPI_t)^{\frac{3}{2}} + \Delta cf_{t-2}(1+realWACC_{t-1})^{-}(1+realWACC_t)^{\frac{3}{2}}(1+\Delta CPI_{t-1})(1+\Delta CPI_t)^{\frac{3}{2}}}{(1+\Delta CPI_t)(1-X_t)(1+PT_t)\sum_{i=1}^{n}\sum_{j=1}^{m}p_{t-1}^{ij}q_{t-2}^{ij}}$$

~~If *financial year t* is any other year in the AA period~~

$$C_t^t = \frac{cf_{t-1}(1+realWACC_t)^{\frac{3}{2}}(1+\Delta CPI_t)^{\frac{3}{2}} + \Delta cf_{t-2}(1+realWACC_{t-1})^{-}(1+realWACC_t)^{\frac{3}{2}}(1+\Delta CPI_{t-1})(1+\Delta CPI_t)^{\frac{3}{2}}}{(1+\Delta CPI_t)(1-X_t)(1+PT_t)\sum_{i=1}^{n}\sum_{j=1}^{m}p_{t-1}^{ij}q_{t-2}^{ij}}$$

C_{t-1}^t ~~— if financial year *t* is the financial year ending 30 June 2024, the value is zero; and~~

~~if financial year *t* is after the financial year ending 30 June 2024,~~ C_{t-1}^t ~~is the value of the~~ C_t ~~determined in financial year *t*-1.~~

cf_{t-1} ~~— is the estimate of the Safeguard mechanism costs incurred by the Service Provider for the financial year ending June of the financial year *t*-1.~~

Δcf_{t-2} ~~is the actual Safeguard mechanism cost for regulatory year t-2 less the estimated Safeguard mechanism cost for financial year *t-2.* For the avoidance of doubt, the estimated Safeguard mechanism cost for financial year *t*-2 is the same as~~ cf_{t-1} ~~determined for financial year *t-1*~~

$realWACC_t$ ~~is the real vanilla weighted average cost of capital as set out in this final decision and updated annually within the PTRM for financial year t~~

$realWACC_{t-1}$ ~~is the real vanilla weighted average cost of capital as set out in this final decision and updated annually within the PTRM for financial year t-1~~

ΔCPI_t ~~——— is the annual percentage change in the ABS CPI All Groups, Weighted Average of Eight Capital Cities from the December quarter in year *t*-2 to the December quarter in year *t-1*, calculated using the following method:~~

~~The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year *t-1*~~

~~divided by~~

~~The ABS CPI All Groups, Weighted Average of Eight Capital Cities for the December quarter in year *t-2*~~

~~minus one;~~

~~If the ABS does not, or ceases to, publish the index, then CPI will mean an index which the AER considers is the best available alternative index.~~

ΔCPI_{t-1} ~~——— is the annual percentage change in CPI determined for year t-1~~

t ~~——— is the year for which tariffs are being set;~~

~~X_t is the X factor for each financial year of the 2023/24-2027/28 Access Arrangement period as determined in the PTRM as approved in the AER's final decision, and annually revised for the return on debt update calculated for the relevant financial year during the Access Arrangement period in accordance with that approved in the AER's final decision;~~

~~PT_t is the cost pass through factor for year *t* calculated as outlined in Box 2;~~

~~n is the number of different reference tariffs;~~

~~m is the different components, elements or variables ("components") comprised within a reference tariff;~~

~~p_t^{ij} is the proposed component j of reference tariff *i* in year *t*;~~

~~p_{t-1}^{ij} is the prevailing component j of reference tariff *i* in year *t*-*1*;~~

~~q_{t-2}^{ij} is the audited annual quantity of component j of reference tariff *i* that was sold in year *t*-*2* (expressed in the units in which that component is expressed (e.g., GJ)).~~

Multinet Box 6: Formula 6 – Abolishment True-up Formula~~Safeguard Mechanism Formula~~

The Abolishment True-up Factor is:

A_t is the Abolishment True-up adjustment to the Distribution price control in Regulatory Year t for the Service Provider as determined below. For the purpose of this formula the Abolishment amount incorporates variance between abolishment volumes used to calculate the abolishment ex ante opex allowance and volumes actually incurred + the effect of any lower per unit abolishment methods approved by Energy Safe Victoria .

Calculation of the Abolishment True-up factor:

The Abolishment True-up Factor A_t, for the Service Provider is:

$$A_t = \frac{(1 + A'_t)}{(1 + A'_{t-1})} - 1$$

$$A'_t = \frac{\Delta af_{t-1}(1 + realWACC_t)(1 + \Delta CPI_t) + \Delta af_{t-2}(1 + realWACC_{t-1})(1 + realWACC_t)(1 + \Delta CPI_{t-1})(1 + \Delta CPI_t)}{(1 + \Delta CPI_t)(1 - X_t)(1 + PT_t)(1 + C_t)\sum_{i=1}^{n}\sum_{j=1}^{m} p_{t-1}^{ij}\, q_{t-2}^{ij}}$$

A'_{t-1} if financial year t is the financial year ending 30 June 2024, the value is zero; and

if financial year t is after the financial year ending 30 June 2024, A'_{t-1} is the value of the A_t determined in financial year $t-1$.

Δaf_{t-1} is the estimated abolishment cost for regulatory year $t-1$ less the forecast of abolishment costs incurred by the Service Provider included in the Access Arrangement for the financial year ending June of the financial year $t-1$

Δaf_{t-2} is the actual abolishment cost for regulatory year $t-2$ less the estimated abolishment cost for financial year $t-2$.

"The per unit cost used to calculate the abolishment opex allowance is $950 ($2022-23) escalated annually by CPI. This cost relates to abolishment, incorporating digging down to the customer's connecting T intersection, shutting off gas to the customer's property, removing the connecting pipe if possible, removing the customer's meter and making the site safe, consistent with Safety Cases approved by Energy Safe Victoria. Should Energy Safe Victoria approve one or more alternative abolishment methods with lower per unit costs, the distributor must incorporate that lower cost in the A factor true up with the effect of reducing haulage reference tariffs, while accounting for the $220 per unit recovered through the ancillary reference service tariff."

Eligible costs are the costs of any relevant certificates / permits / credits (including but not limited to Australian carbon credit units (ACCUs)). This would also include costs associated with the acquisition of certificates, such as brokerage fees, transaction fees and the engagement of resources (whether internal or external) to manage compliance and acquire and surrender any certificates. This includes administrative costs but excludes penalties or any costs associated with penalties.

Annexure E
Specific Terms and Conditions

Service Provider Multinet Gas (DB No 1) Pty Ltd (ACN 086 026 986) and Multinet Gas (DB No.2) Pty Ltd (ACN 086 230 122) trading as Multinet Gas Distribution Partnership (ABN 53 634 214 009) ("**Multinet**")
Network User[1]
User Receipt Points The Receipt Points identified in, or identified in accordance with, Schedule 1 to these Specific Terms and Conditions (as that Schedule may be amended from time to time by agreement in writing between the Network User and Multinet).
User Delivery Points [Each Delivery Point in respect of which the Network User is the FRO or the Current User (as defined in the Retail Market Procedures) from time to time.][2]
Start Date [insert start date]
Term [Commencing on the Start Date and ending on a date to be agreed between the Network User and Multinet (or, if the Agreement is terminated earlier, the period from the Start Date until the date on which the Agreement is terminated).][3]
MHQ For a User Delivery Point which is a Demand Delivery Point, the MHQ is: a the MHQ shown in relation to that User Delivery Point in Attachment 1 to these Specific Terms and Conditions; or b if the MHQ is not shown in that Attachment, the MHQ as agreed between Multinet and the Network User or, in default of agreement, as determined by Multinet, in accordance with, or determined in the manner set out in, the Access Arrangement (as defined below).

MDQ For a User Delivery Point which is a Demand Delivery Point, the MDQ is: a the MDQ shown in relation to that User Delivery Point in Attachment 1 to these Specific Terms and Conditions; or b if the MDQ is not shown in that Attachment, the MDQ as agreed between Multinet and the Network User or, in default of agreement, as determined by Multinet, in accordance with, or determined in the manner set out in, the Access Arrangement (as defined below).
Notice Details (for the Network User) Address: Telephone: E-mail:

[1]Insert the name and ABN of the Network User.

[2]Amend as appropriate to define the Delivery Points to which Gas is to be delivered.

[3]Amend as appropriate to describe the Term.

Provisions of Agreement

This document evidences that Multinet and the Network User have entered into a haulage agreement (**the Agreement**) for the provision of Network Services on and subject to the terms of the Agreement, which comprises:

a the Specific Terms and Conditions set out in this document; and

b the terms and conditions applicable to the Access Arrangement (including, but without limitation, the pre-conditions set out in Sections 6.3 and 6.4 of the Access Arrangement) (**the General Terms and Conditions**).

Unless the context otherwise requires, terms used in the Agreement will have the same meanings as they have for the purpose of the Access Arrangement.

In these Specific Terms and Conditions, "**Access Arrangement"** means the Access Arrangement as in force from time to time under the National Gas Law in relation to Multinet's Victorian gas distribution system.

EXECUTED as an Agreement on day of 202_

Executed by

____

(ABN ___________________)

in accordance with Section 127 of the Corporations Act

....	....
Director	Director
....	....
Name	Name
(BLOCK LETTERS)	(BLOCK LETTERS)

Executed by
Multinet Gas (DB No 1) Pty Ltd (ACN 086 026 986) and **Multinet Gas (DB No.2) Pty Ltd** (ACN 086 230 122) trading as Multinet Gas Distribution Partnership (ABN 53 634 214 009)

in accordance with Section 127 of the Corporations Act

....	....
Director	Director/Secretary
....	....
Name	Name
(BLOCK LETTERS)	(BLOCK LETTERS)

Annexure F
General Terms and Conditions

(see separate document)

Annexure G
Asset Performance Index

The Asset Performance Index is calculated for the 2023/24 to 2027/28 Access Arrangement Period as follows:

1 Calculate the arithmetic average of the annual unplanned SAIDI for all customers for each of the four years from 1 July 2023 to 30 June 2027, measured for each year t as follows:

$$Unplanned\ SAIDI_t = \frac{\sum_{i=1}^{12} OUD_i^t}{C_j^t}$$

where:

$\sum_{i=1}^{12} OUD_i^t$	is the summation of the total number of unplanned minutes off supply for all customers on the Service Provider's network sourced from quarterly reports submitted to Energy Safe Victoria for the 12 months July to June in Year t;
C_j^t	is total customers of the Service Provider sourced from June quarterly reports submitted to Energy Safe Victoria in Year t.

2 Calculate the arithmetic average of the annual unplanned SAIFI for all customers for each of the four years from 1 July 2023 to 30 June 2027, measured for each year t as follows:

$$Unplanned\ SAIFI_t = \frac{\sum_{i=1}^{12} OUF_i^t}{C_j^t}$$

where:

$\sum_{i=1}^{12} OUF_i^t$	is the summation of the total number of unplanned outages for all customers on the Service Provider's network sourced from quarterly reports submitted to Energy Safe Victoria for the 12 months July to June in Year t;
C_j^t	is total customers of the Service Provider sourced from June quarterly reports submitted to Energy Safe Victoria in Year t.

3 Calculate the arithmetic average of the annual publicly reported gas leaks for mains of the Service Provider for each of the four years from 1 July 2023 to 30 June 2027, as reported to Energy Safe Victoria, adjusted to remove leaks identified as a result of leak surveys.

4 Calculate the arithmetic average of the annual publicly reported gas leaks for services of the Service Provider for each of the four years from 1 July 2023 to 30 June 2027, as reported to Energy Safe Victoria.

5 Calculate the arithmetic average of the annual publicly reported gas leaks for meters of the Service Provider for each of the four years from 1 July 2023 to 30 June 2027, as reported to Energy Safe Victoria.

6 Convert each of the averages from the measures in paragraphs (1), (2), (3), (4) and (5) above into index scores using the following formula:

$$Index_n = 200 - \left(\frac{Actual_n}{Target_n}\right) \cdot 100$$

where:

$Index_n$ is the index score for each measure $n = 1,2,3,4,5$, corresponding to the measures in paragraphs (1), (2), (3), (4) and (5) above respectively;

$Actual_n$ is the arithmetic average of the actual performance for each measure $n = 1,2,3,4,5$ calculated as per paragraphs (1), (2), (3), (4) and (5) above;

$Target_n$ is the target performance for each measure $n = 1,2,3,4,5$ as follows:

Unplanned SAIDI $n = 1$ $Target_1 = 2{,}2821.48$

Unplanned SAIFI $n = 2$ $Target_2 = 7.00$

Mains leaks $n = 3$ $Target_3 = 0.06$

Service leaks $n = 4$ $Target_4 = 4.25$

Meter leaks $n = 5$ $Target_5 = 11.63$

7 Calculate the weighted average of the index scores calculated in paragraph (6) above for each of the measures $n = 1,2,3,4,5$ according to the following weights:

Unplanned SAIDI = 25.0%

Unplanned SAIFI = 25.0%

Mains leaks = 31.2%

Service leaks = 15.6%

Meter leaks = 3.2%

The resulting average is the **Asset Performance Index**.